CITY OF MOUNT DORA

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

November 2, 2021, 1:30 PM

City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Fire Department EMS Program 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 Resolution No. 2021-130, adopting the Five Year Utility Master Plans

2. Request Adoption of Resolution 2021-128, Florida Division of Emergency Management - Statewide Mutual Aid Agreement

3. Approval of Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services for Donnelly Park Pavilion Repairs

4. Request Adoption of Resolution No. 2021-129 Neighborhood Tree Program

5. Approval of Settlement Agreement with Jean Weece

ACTION ITEMS

1. Request Adoption of Resolution No. 2021-123, approving the City Facility Naming Policy

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

BOARD APPOINTMENTS

1. Board Appointment: Mount Dora Police Officers' Pension

CITY MANAGER

1. Lobbyist Update
2. Interim City Manager Report

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- November 16, 2021 5:30 PM, Regular Session
- December 7, 2021 5:30 PM, Regular Session
- December 21, 2021 5:30 PM, Regular Session
- January 4, 2022 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: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Fire Department EMS Program Update

Introduction:
This is an opportunity for Interim Fire Chief Rich Loewer to recognize firefighters who have recently become paramedics. Additionally, an update will be provided about the LUCAS mechanical chest compression devices that were purchased and placed in service last year.

Discussion:
Interim Fire Chief Rich Loewer will recognize the accomplishments of the firefighters who recently became certified paramedics. Chief Loewer will also provide information about the LUCAS devices, and how the Fire Department utilizes data downloaded from the devices for performance improvement.

Budget Impact:
N/A

Strategic Impact:
Public Safety

Recommendation Presentation of information only - no action is requested.

Attachment(s):

Prepared by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Rich Loewer, Deputy Fire Chief	Approved - 10/26/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Jessica Burnham, City Clerk	Approved - 10/28/2021

Charles Revell, Interim City Manager Final Approval - 10/28/2021

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Request Approval of Resolution No. 2021-130, adopting the Five Year Utility Master Plans

Introduction:

Acceptance of the Utility (Water, Wastewater and Reclaimed Water) master five year plan as prepared by BESH-Halff.

Discussion:

The City's master plan for utilities was last adopted in 2007. The utility performed a partial update to the utility master plan with the State Road 46 Utility Master Plan in 2016. Updates are typically completed every 5 years to keep the utility infrastructure current and adequately plan infrastructure expansion for growth. However, the frequency of updates can increase or decrease as the economy can speed up or slow down growth. The City commissioned Besh-Halff Engineering to complete a full Utilities (Water, Wastewater and Reclaimed Water) Master Plan with Resolution # 2019-162.

BESH-Halff provided a PowerPoint summary of the master plan to Council on October 19, 2021. A copy is attached for reference. In summary, the plan reveals both the Water Treatment and Wastewater Treatment systems have adequate capacity to serve our current residents and anticipated growth in the five-year planning window. Reclaimed water is adequate in the 5 year window, but the utility will need to continue to pursue alternative water resources as wastewater's influent rates do not grow proportionately as fast as the need to create new sustainable irrigation resources.

Utility staff worked closely with BEASH -Halff in the development of the evaluation and update. The utility plan is broken into two parts; water and wastewater. The wastewater section included reclaimed irrigation water, as wastewater is the source of this invaluable sustainable water resource. The plan details recommended maintenance activities and new construction improvements in the 5 year period and beyond to a 10 year window to keep the utility

sustainable. The plan includes activities to achieve the Environmental Protection Agency's (EPA's) new resiliency rule. This rule requires the utility take pro-active steps to minimize disruption of services. An example of a resilience strategy is a potential emergency interconnection with the City of Eustus to share drinking water if either city has trouble pressuring its system. The update also anticipates large infrastructure improvements such as the wastewater # 1 rehab project that requires loans. The City Utility rate consultant uses the infrastructure improvements data to help forecast sustainable rates and impact fees for the utility.

Apon adoption, the plan will serve as a guide for the utilities' annual renewal and replacement plan as well as 5 year capital budget. Staff has 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.

Budget Impact:

None, as the Master Water Plan is a guidance document to help plan the management, repair and new infrastructure needed to create a sustainable water and wastewater utility.

Strategic Impact:

The City Utility Master Plan assists in meeting the strategic goals of Economic Development, Infrastructure, Fiscal Resources, and Growth Management.

Recommendation The City Council recieve and accept the 2021 Utility Master Plan.

Attachment(s):

1. Resolution 2021-130.Utility Master Plan Update.SGS

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 10/27/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Sherry Sutphen , City Attorney	Approved - 10/28/2021
	Jessica Burnham, City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

RESOLUTION NO. 2021-130

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FIVE-YEAR UTILITY MASTER PLAN; PROVIDING FOR REPEAL OF PRIOR UTILITY MASTER PLANS; PROVIDING FOR ADOPTION OF FIVE-YEAR UTILITY MASTER PLAN; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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 owns, operates and maintains water, wastewater and reclaimed water systems for the health, safety, welfare and overall benefit of its residential and business customers; and

WHEREAS, the periodic adoption of Utility Master Plans enables the City to plan for the future while being mindful of environmental challenges and the protection of natural resources; and

WHEREAS, the City of Mount Dora has continually researched responsible solutions for expanding the City's water, wastewater and reclaimed water services; and

WHEREAS, the City has determined that it is in the best interest its utility customers to adopt an updated Utility Master Plan.

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

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

SECTION 2. Repeal of Prior Utility Master Plan. Any and all Utility Master Plans adopted by the City of Mount Dora prior to the effective date of this Resolution are hereby repealed in their entirety.

SECTION 3. Adoption of Five-Year Utility Master Plans.

A. The City hereby adopts the revised Five-Year Potable Water Master Plan, attached hereto as **Exhibit "A"**.

B. The City hereby adopts the revised Five-Year Wastewater and Reclaimed Master Plan, attached hereto as **Exhibit "B"**.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions 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 5. Savings Clause. All prior actions of the City pertaining to the revised Utility Master Plan, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 the City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of November, 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

Exhibit "A"
Potable Water Master Plan

City of Mount Dora

Potable Water Master Plan

October 2021

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Section 1: Introduction

1.1 Background

The City of Mount Dora's potable water system serves nearly 15,000 equivalent residential units (ERUs) within the approximately 20 square mile service area. Raw groundwater is obtained from wells at the Water Treatment Plant Nos. 1 and 2 (WTP) sites where it is treated and pumped into a potable water distribution system consisting of over 130 miles of piping.

With the on-going construction of the Wekiva Parkway increasing the accessibility of the area, the City of Mount Dora is anticipating substantial growth over the next twenty years. In partnership with Lake County, the City established a Joint Planning Area that includes the future Wolf Branch Innovation District. Encompassing over 800 acres, the Wolf Branch Innovation District is envisioned as an urban hub with residential housing, commercial establishments, office space, and high-end industrial development. With the City limits roughly 75 percent built-out, the Wolf Branch Innovation District is anticipated to be the primary growth area within the City's service area. A general location map showing the locations of the WTPs and the extent of the Wolf Branch Innovation District is presented in **Figure 1-1**.

1.2 Master Plan Objectives

This Potable Water Master Plan was undertaken with the following objectives:

- Provide an overview of the City's existing potable water treatment assets.
- Review the City's potable water service area and areas targeted for expansion.
- Establish a potable water level of service based upon historical potable water demand data.
- Project the number of future connections and potable water demands within the service area.
- Evaluate compliance with regulatory requirements related to water treatment plant capacity and groundwater withdrawals.
- Develop recommendations for improvements to the potable water treatment system to maintain compliance with existing and proposed future regulatory requirements and to accommodate new growth.
- Prepare a conceptual opinions of probable construction cost for the recommended improvements.
- Prioritize recommended improvements into an implementation plan with triggers based upon growth in the number of new service connections.

1.3 Data Collection

The recommendations in this Potable Water Master Plan were developed based upon a review of data found within the City's Florida Department of Environmental Protection (FDEP) Permits, St. John's Water Management District (SJRWMD) Consumptive Use

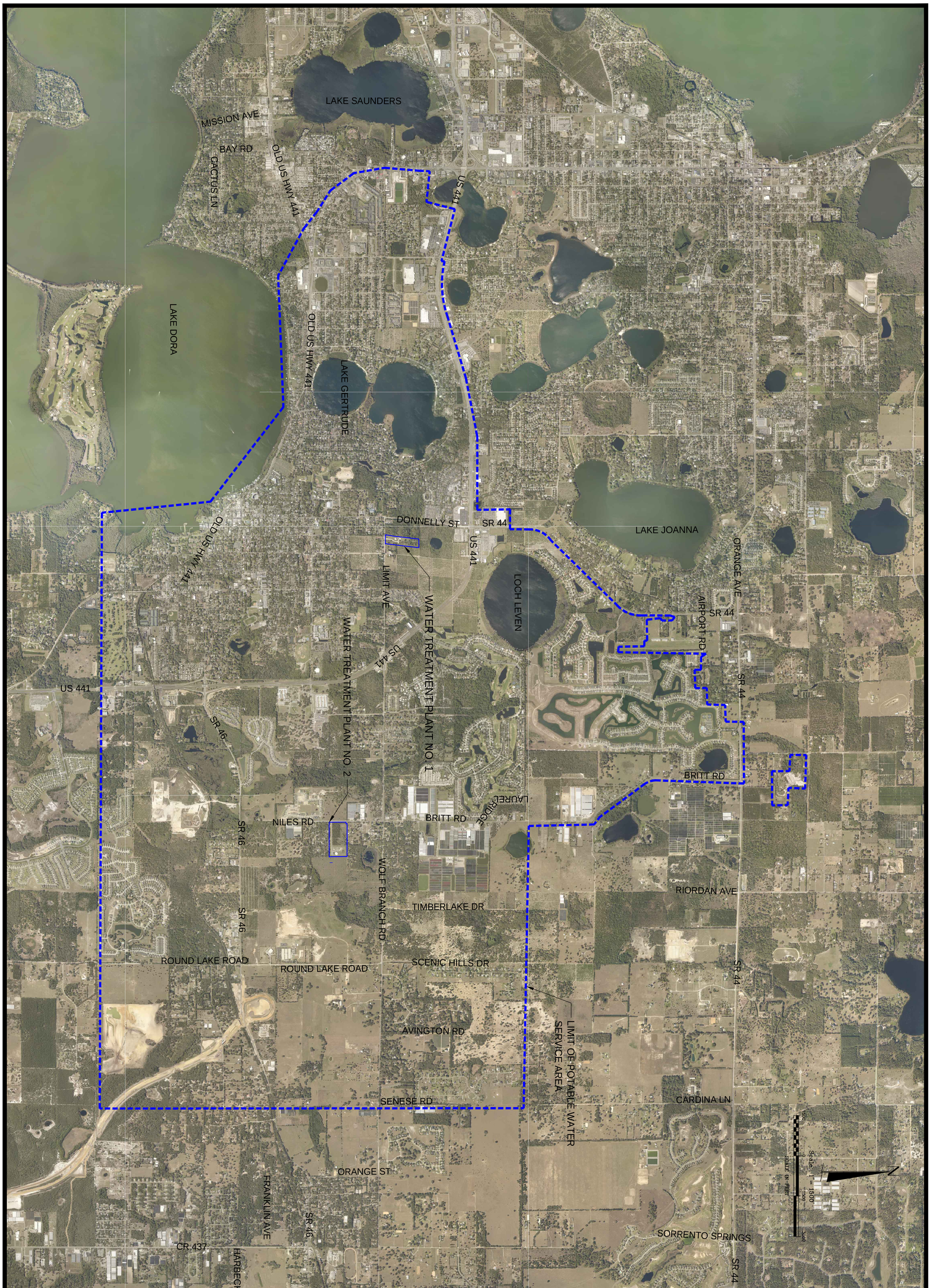

FIGURE 1-1

FILE NAME:	
JOB NO.:	923083.0216
CHECKED BY:	MCS
DRAWN BY:	BJ
DESIGNED BY:	BJ
DATE:	SEPTEMBER 2020

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

CITY OF MOUNT DORA

City of Mount Dora, Florida

MASTER PLAN

POTABLE WATER SYSTEM & WATER TREATMENT PLANTS LOCATION MAP

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Permit, Water Treatment Plant Monthly Operating Reports, EN-50 groundwater withdrawal forms, historical utility billing data, and discussions with City staff. Additional sources of data utilized in projecting future growth within the City's service area include a "City Growth Projections" memorandum prepared by Renaissance Planning dated February 9, 2018, as well as a presentation titled "Wolf Branch Innovation District Implementation Plan" prepared by Levy Consulting, GAI Consultants, and Community Solutions Group dated June 19, 2019.

1.4 Content and Organization

This Potable Water Master Plan presents the data and methods used to evaluate the City's potable water treatment and distribution systems, and recommendations for improvements to continue to maintain the same high level of service currently provided to the City's customers while accommodating future growth. The remainder of the Potable Water Master Plan is organized as described below:

- **Section 2 – Existing Potable Water System:** Review of the potable water system including service area, water treatment plants, and distribution system.
- **Section 3 – Potable Water Demand Projections:** Analysis of historical potable water demand data in order to develop a level of service standard and preparation of future demand projections.
- **Section 4 – Regulatory Compliance:** Evaluation of compliance with all current FDEP and SJRWMD permit requirements.
- **Section 5 – Potable Water System Evaluation:** Evaluation of current potable water system assets with their respect to meet permit limitations at future projected flows and recommendations for improvements.
- **Section 6 – Construction Cost Estimation Methodology:** Methodology for estimating capital costs of project implementation and estimated unit costs.
- **Section 7 – Mount Plymouth – Sorrento Community Redevelopment Area:** Evaluation of potable water demands within the Mount Plymouth – Sorrento CRA, and an evaluation of the infrastructure to provide potable water service.
- **Section 7 – Implementation Plan:** Recommended implementation plan based upon project prioritization and actual growth within the service area.
- **Section 8 – Summary and Recommendations:** Summary of the recommendations of the master plan.

Section 2: Existing Potable Water System

2.1 Potable Water Service Area

The City's potable water service area includes both the area within the City limits, as well as portions of unincorporated Lake County contained within a joint planning area, including the Wolf Branch Innovation District. The approximate boundaries of the joint planning area include the area bounded by State Route 44, Britt Road, Senese Road, and the Orange County line. The limits of the City's current potable water service area are presented in **Figure 2-1**.

While there is some opportunity for additional development to the west of US Route 441 due to infill within the City limits, future increases in potable water demand will be concentrated to the east of US Route 441 due the vast expanses of undeveloped land, the construction of the Wekiva Parkway, and the planned Wolf Branch Innovation District. Access to potable water service is this area is currently limited to development adjacent to US Route 441 and residential subdivisions constructed within the last 15 years.

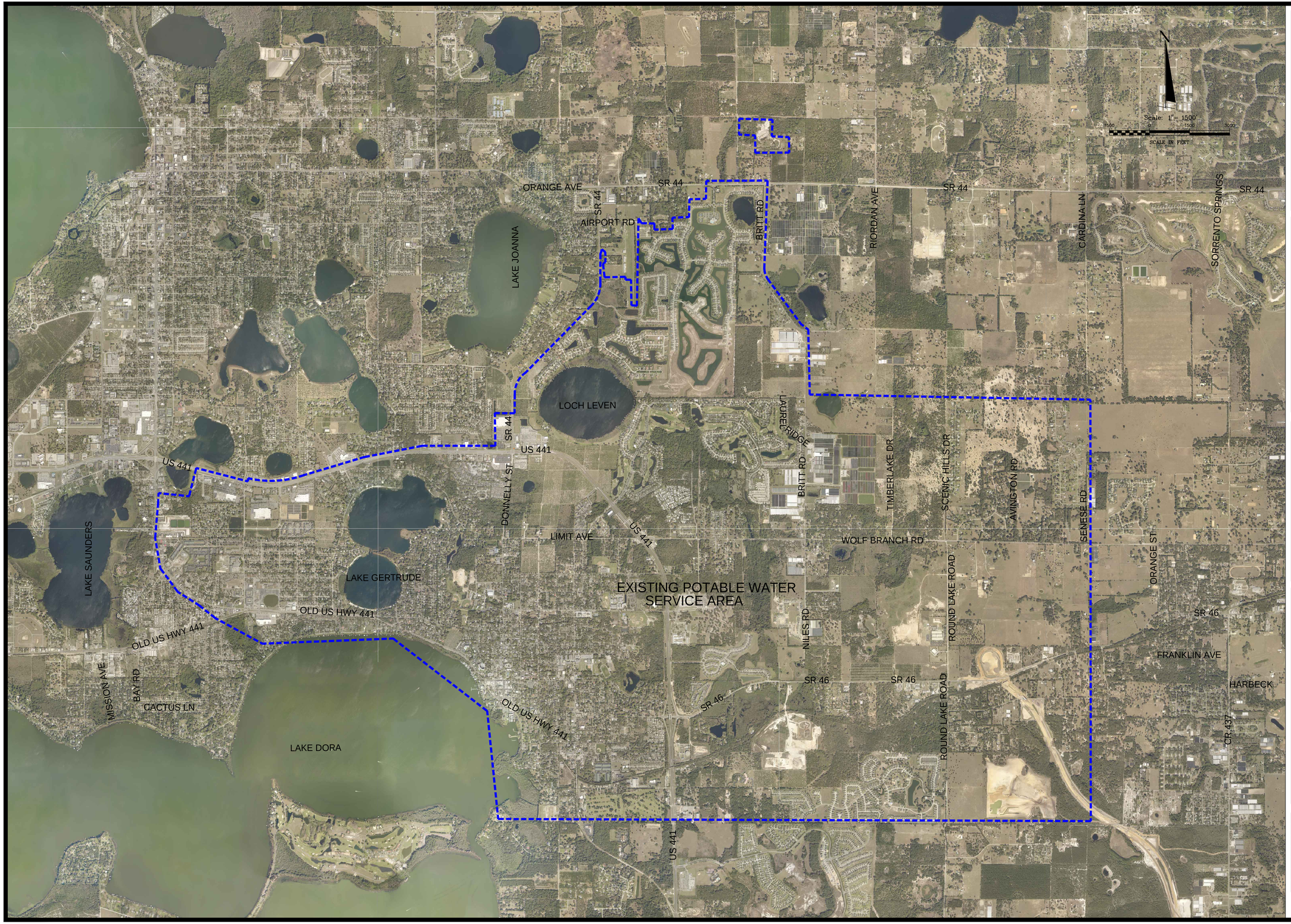
The City has an additional proposed utility area that encompasses the area outside of the joint planning area east of Britt Road, south of State Route 44, and west of Sorrento Springs, as well as the area east of Senese Road that includes both Sorrento and Mount Plymouth. North of State Route 46, this area extends to County Road 437, south of State Route 46 this area extends to the Wekiva Parkway. The limits of the City's proposed utility area are presented in **Figure 2-2**. Although the potential exists for the City to serve this area in the future, it is not currently part of the Interlocal Service Boundary Area. Due to the uncertainty surrounding adding the Sorrento and Mount Plymouth areas to the City's potable water service areas, improvements required to provide service to the Mount Plymouth-Sorrento Community Redevelopment Area are presented separately.

2.2 Water Treatment Plant No. 1

Water Treatment Plant No. 1, located on Limit Avenue, has been serving the City of Mount Dora for decades. The larger of the City's two water treatment plants, WTP No. 1 utilizes source water from the Upper Floridan aquifer which is treated to remove hydrogen sulfide and disinfected prior to being pumped into the distribution system. Currently permitted by the Florida Department of Environmental Protection (FDEP) at a maximum day demand (MDD) of 6.048 MGD, WTP No. 1 has historically provided the majority of the potable water demand within the City's service area. However, there is limited additional space available on the WTP No. 1 site for expansion beyond its current capacity. A site plan of Water Treatment Plant No. 1 is shown in **Figure 2-3**. A summary of the existing unit processes at WTP No. 1 is presented below.

2.2.1 Raw Water Wells

Raw water treated at WTP No. 1 is currently pumped from the Upper Floridan aquifer by three raw water wells. Wells No. 1 has been abandoned and plugged due to its low



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City of Mount Dora, Florida
MASTER PLAN

EXISTING POTABLE WATER SERVICE AREA

CITY OF MOUNT DORA

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DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
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JOB NO.:	921083.0216
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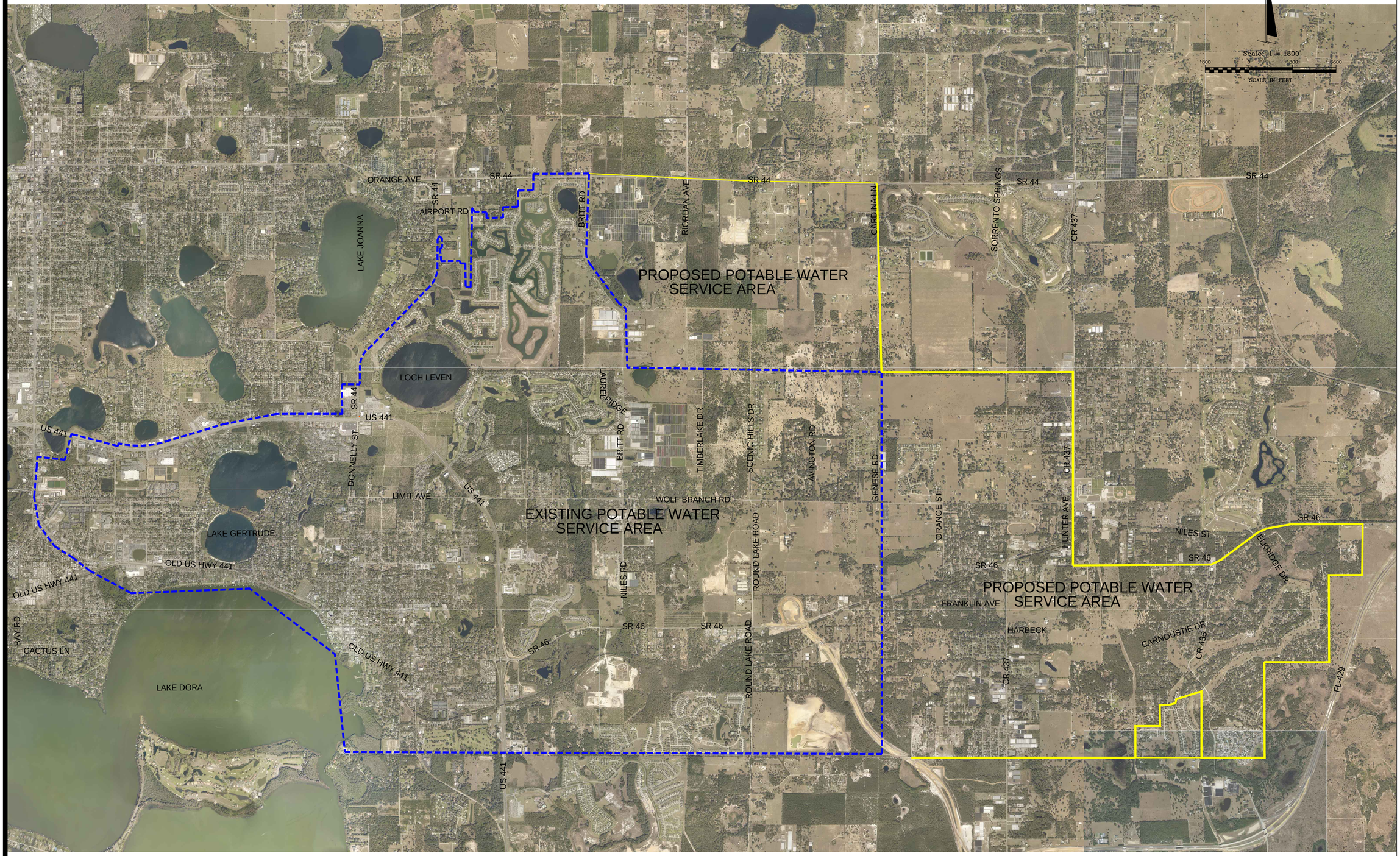
FIGURE 2-1



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City of Mount Dora, Florida
MASTER PLAN

PROPOSED POTABLE WATER SERVICE AREA

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 2-2

EXISTING WELL #2

EXISTING WELL #1

EXISTING 0.5 MG GROUND STORAGE TANK

EX. SODIUM HYPOCHLORITE STORAGE AND FEED

EXISTING HIGH SERVICE PUMP STATION

EXISTING GENERATOR

EXISTING WELL HOUSE

EXISTING 0.5 MG GROUND STORAGE TANK

LIMIT AVENUE

N

Scale: 1" = 50'

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City of Mount Dora, Florida

MASTER PLAN

EXISTING WATER TREATMENT PLANT NO. 1-SITE PLAN

CITY OF MOUNT DORA

BESH HALFF

902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 2-3

productivity. Well No. 2 was originally drilled to a lower depth and with a smaller diameter than Wells Nos. 3 and 4. As a result, Well No. 2 has a lower production capacity than either of Well No. 3 or 4. A summary of the raw water wells at WTP No. 1 is presented in **Table 2-1** below.

Table 2-1: Summary of Raw Water Wells at WTP No. 1

Well Number	Diameter (inches)	Design Flow (gpm)	Status
1	10	N/A	Abandoned
2	10	1,200	Active
3	20	3,000	Active
4	20	3,000	Active

2.2.2 Finished Water Storage

The raw water wells at WTP No. 1 pump into one of two pre-stressed concrete ground storage tanks after passing through a tray aerator. Tray aeration is effective at removing lower levels of hydrogen sulfide which contributes to taste and odor issues in the finished water. Sodium hypochlorite is injected into the water entering the tanks to provide disinfection. In addition to providing storage of finished water, the storage tanks provide contact time for the disinfection to occur. Mechanical mixers have recently been added to the tanks to improve disinfection performance. A summary of the finished water storage capacity at WTP No. 1 is presented in **Table 2-2**.

Table 2-2: Summary of Finished Water Storage at WTP No. 1

Tank No.	Volume (MG)	Aeration Type	Aeration Capacity (gpm)	Disinfectant
1	0.5	Tray	3,000	Sodium Hypochlorite
2	0.5	Tray	3,000	Sodium Hypochlorite

2.2.3 High Service Pumping

Finished potable water is pumped into the City's distribution system for consumption by end users using four high service pumps. The high service pumps are capable of maintaining a minimum pressure within the distribution system at a range of flows, including low demand periods overnight and high demands associated with fire flows. Variable frequency drives are used at WTP No. 1 to control high service pump speeds to match the demand within the system. A summary of the design criteria for the high service pumps at WTP No. 1 is presented in **Table 2-3**.

Table 2-3: Summary of High Service Pump Capacity at WTP No. 1

Pump No.	Type	Flow (gpm)	TDH (psi)	Control
1	Horizontal	2,500	71	Variable Frequency Drive

2	Horizontal	2,500	71	Variable Frequency Drive
3	Horizontal	4,500	71	Constant Speed
4	Horizontal	2,500	71	Variable Frequency Drive

2.3 Water Treatment Plant No. 2

Water Treatment Plant No. 2, located on Niles Avenue, was constructed in 2013 to serve additional development east of US Route 441. WTP No. 2 also utilizes source water from the Upper Floridan aquifer which is treated to remove hydrogen sulfide and disinfected prior to being pumped into the distribution system. Currently permitted by the Florida Department of Environmental Protection (FDEP) at a maximum day demand (MDD) of 4.32 MGD, the WTP No. 2 was designed with a layout that anticipated future expansion to accommodate larger flows in the eastern portion of the service area. A site plan of Water Treatment Plant No. 2 is shown in **Figure 2-4**. A summary of the existing unit processes at WTP No. 2 is presented below.

2.3.1 Raw Water Wells

Raw water treated at WTP No. 2 is currently pumped from the Upper Floridan aquifer by two raw water wells. Well Nos. 1 and 2 were drilled as part of the original construction of the WTP. Well Nos. 3 and 4 were planned for future construction, but are included in the current SJRWMD CUP. Unlike WTP No. 1, orthopolyphosphate is injected into the raw water leaving the wells at WTP No. 2 in order to prevent corrosion and scale formation in the plant piping and distribution system. A summary of the raw water wells at WTP No. 2 is presented in **Table 2-4** below.

Table 2-4: Summary of Raw Water Wells at WTP No. 2

Well Number	Diameter (inches)	Design Flow (gpm)	Status
1	12	2,000	Active
2	12	2,000	Active
3	12	2,000	Future
4	12	2,000	Future

2.3.2 Finished Water Storage

The raw water wells at WTP No. 2 pump into a single pre-stressed concrete ground storage tank after passing through a tray aerator. Tray aeration is effective at removing hydrogen sulfide which contributes to taste and odor issues in the finished water. Sodium hypochlorite is injected into the water entering the tanks to provide disinfection. In addition to providing storage of finished water, the storage tanks provide contact time for the disinfection to occur. Mechanical mixers have recently been added to the tanks to improve disinfection performance. While only one ground storage tank is currently in service at WTP No. 2, space at the site exists for the construction of three tanks in the future. Space is available within the existing sodium hypochlorite room to add an additional storage tank and metering pump skid to serve the future ground storage tanks. A summary of the finished water storage capacity at WTP No. 2 is presented in **Table 2-5**.

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City of Mount Dora, Florida
MASTER PLAN

EXISTING WATER TREATMENT PLANT NO. 2 - SITE PLAN

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 2-4

Table 2-5: Summary of Finished Water Storage at WTP No. 2

Tank No.	Volume (MG)	Aeration Type	Aeration Capacity (gpm)	Disinfectant
1	1.0	Tray	5,000	Sodium Hypochlorite

2.3.3 High Service Pumping

Finished potable water is pumped into the City's distribution system for consumption by end users using three high service pumps. The high service pumps are capable of maintaining a minimum pressure within the distribution system at a range of flows, including low demand periods overnight and high demands associated with fire flows. Variable frequency drives are used at WTP No. 2 to control high service pump speeds to match the demand within the system. The high service pump room at WTP No. 2 is large enough to accommodate the installation of two additional high service pumps in the future. A summary of the design criteria for the high service pumps at WTP No. 2 is presented in **Table 2-6**.

Table 2-6: Summary of High Service Pump Capacity at WTP No. 2

Pump No.	Type	Flow (gpm)	TDH (psi)	Control
1	Horizontal	2,000	71	Variable Frequency Drive
2	Horizontal	2,000	71	Variable Frequency Drive
3	Horizontal	2,000	71	Variable Frequency Drive

2.4 Potable Water Distribution System

Potable water is distributed to the City's customers through a network of over 130 miles of potable water mains ranging in size from 2-inches to 24-inches. The distribution system is composed of cast iron, ductile iron, PVC, and galvanized steel piping, and includes nearly 900 fire hydrants and over 11,000 valves.

Recent potable water main extensions have included the construction of a 12" water main on Niles Road from WTP No. 2 to State Route 46, and a 16" water main along State Route 46 from Sebastian Street to Round Lake Road. In addition to loop the discharge from WTP No. 2, improving water quality, the project was intended to provide one of the main potable water feeds to the future Wolf Branch Innovation District.

Other potable water main projects on-going or recently completed include the relocation of the 16" water main on US Route 441 due to conflicts with the Florida Department of Transportation's road widening plans, and extensions of water main within residential subdivisions.

Section 3: Potable Water Demand Projections

3.1 Level of Service Standard

The City of Mount Dora's Land Development Code Section 7.13.2 states that the average daily potable water demand for domestic use should be calculated at a minimum rate of 135 gallons per day per capita assuming 3.5 persons per single family residence. This equates to an average daily of demand of 472.5 gpd per ERU.

A previous evaluation of potable water demand within the City's service area was completed by Boyle Engineering Corporation in a 2007 report titled "Planning Study for Water, Wastewater, and Reclaimed Water Facilities in the Eastern Service Area and SW Portion of Mt. Plymouth-Sorrento Study Area." This study found that the average daily potable water demand within the City's service area was 118 gpd per capita, with an average of 2.34 persons per single family residence, for an average daily demand of 276 gpd per ERU.

While the level of service determined in the 2007 study was significantly lower than that required by the City's land development code, it is more typical of a large service area that includes a mix of residential and non-residential uses. In addition, new development within the City's service area will generally have access to reclaimed water service for irrigation and other uses which reduces potable water demand. In order to more accurately establish a level of service for new development within the service area recent historical data from billing records was analyzed.

3.2 Historical Potable Water Demand

Historical potable water demand data from 2017 to 2019 was reviewed in an effort to determine current potable water demand in the City's service area as well as to establish a baseline for future growth. Monthly average daily demand and maximum day demands were determined for each calendar month, and for the overall three-year period based upon billing data and WTP Monthly Operating Reports.

Overall water demand within the service area is relatively consistent throughout the year, peaking in the drier spring months. The three yearly annual average daily demand and maximum daily flow were used to determine a maximum day demand peaking factor for the service area of 1.70. A summary of the monthly average daily demands and maximum daily demands is presented in **Table 3-1.**

Table 3-1: Summary of 2017 to 2019 Potable Water Demands

Month	Average Daily Demand (MGD)	Maximum Daily Demand (MGD)	Maximum Day Demand Peaking Factor
January	2.595	3.351	1.29
February	2.713	3.540	1.30
March	3.020	4.560	1.51
April	3.281	4.794	1.46
May	3.211	4.342	1.35
June	2.840	4.072	1.43
July	2.717	4.152	1.53
August	2.631	3.675	1.40
September	2.807	3.833	1.37
October	2.863	3.878	1.35
November	2.795	3.402	1.22
December	2.633	3.361	1.28
Three Year	**2.826**	**4.794**	**1.70**

Billing data for 2019 was used to calculate the annual average daily water demand per equivalent residential unit (ERU) in the service area. One equivalent residential unit is equal to the water demand of a single-family residence. As potable water demand associated with multi-family residential, office, retail commercial, industrial, and other types of usage differs from that of a single-family residence, viewing these uses in terms of ERUs allows for comparing potable water demand across multiple types of development. Annual average daily water demand across the service area has been 190 gpd per ERU for the past three years, with a maximum month average daily water demand of 228 gpd per ERU. A summary of the historical demand analysis and future values assumed for planning purposes are presented in **Table 3-2**.

Table 3-2: Summary of Historical Potable Water Demand

Criteria	Value
Annual Average Daily Water Demand (gpd/ERU)	190
Maximum Month Average Daily Water Demand (gpd/ERU)	228
Maximum Day Demand Peaking Factor	1.70
Peak Hour Demand Peaking Factor	3.0

3.3 Development Projections

Development projections were prepared separately for areas within the Wolf Branch Innovation District, within the Mount Dora City limits, and for the remaining area within the Joint Planning Area with Lake County. Future land use information was obtained from documentation prepared by others, while development densities were estimated based on the City's land development code. Conservation and recreation land uses that are associated with little to no potable water demand are not listed in the following

projections. Additionally, development projections for the Mount Plymouth – Sorrento Community Redevelopment Area are included separately as the CRA is not currently within the City's service area.

3.3.1 Wolf Branch Innovation District

Development within the Wolf Branch Innovation District is anticipated to include over 6 million square feet of office, retail commercial, and industrial space, along with over 2,600 residences nestled with its 825 acres. The boundaries of the Wolf Branch Innovation District and the anticipated future land uses are presented in **Figure 3-1**.

While only 20 percent of the land within the Wolf Branch Innovation District is slated for residential development, it represents over 60 percent of the future potable water connections. Nearly 4 million square feet of office space are anticipated to add significantly to future water demand, with minimal additional demand associated with industrial and commercial development. A summary of the future land use and projected development within the Wolf Branch Innovation District is presented in **Table 3-3**.

Table 3-3: Summary of Development Projections for the Wolf Branch Innovation District

Development Type	Acres	Square Feet	Sq. Ft./ERU	Total ERUs
Office	354	3,768,000	3,000	1,256
Flex/Industrial	266	2,490,000	10,000	249
Commercial	40	378,000	7,500	50
Residential	165	---	---	2,647
Total	**825**	**6,636,000**	**---**	**4,202**

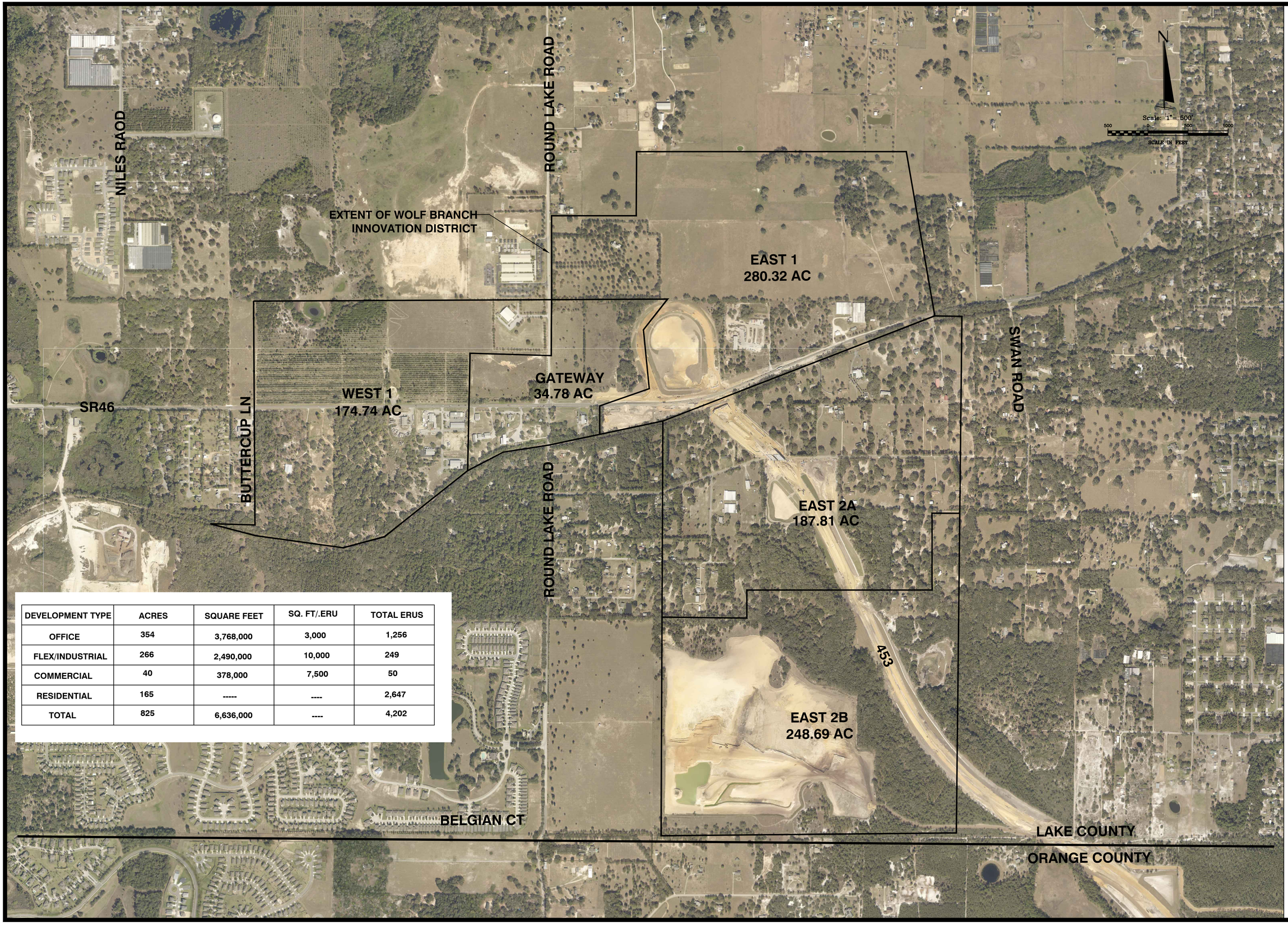
3.3.2 Mount Dora City Limits

While the City of Mount Dora is estimated to be 75 percent built out, opportunities for infill within the existing service area remain. Unlike the Wolf Branch Innovation District and the Joint Planning Area, future growth in the City limits will not occur in one concentrated area, but will be spread out within both existing and future residential subdivisions as well as along the main commercial corridors.

In contrast to the Wolf Branch Innovation District, over 90 percent of the vacant developable land within the City of Mount Dora is anticipated to have a future land use that includes residential development of varying density. A summary of the future land use and projected development within the Mount Dora city limits is presented in **Table 3-4**.

Table 3-4: Summary of Development Projections within the Mount Dora City Limits

Development Type	Acres	ERUs/Acre	Total ERUs
Office	33	3.5	116
Industrial	10	1.0	10
Commercial	121	1.5	82



DEVELOPMENT TYPE	ACRES	SQUARE FEET	SQ. FT/.ERU	TOTAL ERUS
OFFICE	354	3,768,000	3,000	1,256
FLEX/INDUSTRIAL	266	2,490,000	10,000	249
COMMERCIAL	40	378,000	7,500	50
RESIDENTIAL	165	-----	----	2,647
TOTAL	825	6,636,000	----	4,202

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City of Mount Dora, Florida
MASTER PLAN

WBID FUTURE LAND USE

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33580

DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 3-1

Mixed Use	12	2.0	24
Residential/Office	6	3.5	21
High Density Residential	100	8.0	800
Medium Density Residential	332	4.0	1,328
Low/Medium Density Residential	256	3.0	768
Low Density Residential	887	2.0	1,774
Total	**1,757**	**---**	**4,923**

3.3.3 Joint Planning Area

The Joint Planning Area includes a sizable area that is both outside the City limits and the Wolf Branch Innovation District. Lake County's future land use designations for the Joint Planning Area differ from those of the City of Mount Dora. Residential land uses are divided into three main categories and also include rural transition areas. Each land use designation includes a maximum number of units per acres, as well as a minimum for urban high-density areas. Planning level densities for high, medium, and low-density residential development for the Joint Planning Area were assumed to be consistent with the same land use designation inside the City limits. Inside the rural transition zone densities can vary from one unit per five acres to one unit per acre. One unit per two acres was assumed to be an average value for planning purposes. A summary of residential density restrictions within the Joint Planning Area is presented in **Table 3-5**.

Table 3-5: Summary of Residential Density Restrictions in the Joint Planning Area

Development Type	Minimum ERUs/Acre	Maximum ERUs/Acre	Planning ERUs/Acre
Rural Transition	None	0.2 to 1	0.5
Urban High Density	4	12	8
Urban Medium Density	None	7	4
Urban Low Density	None	4	2

Future land uses in the Joint Planning Area are heavily residential, with a larger proportion planned for office use than within the City limits. Limited commercial land use and no industrial land use is designated. While double the acreage of the Wolf Branch Innovation District, the Joint Planning Area will be home to a smaller number of ERUs based on the designated land use. A summary of the future land use and projected development within the Mount Dora city limits is presented in **Table 3-6**.

Table 3-6: Summary of Development Projections within the Joint Planning Area

Development Type	Acres	ERUs/Acre	Total ERUs
Office	356	3.5	1,246
Commercial	47	1.5	71
Rural Transition	540	0.5	270
Urban High Density	93	8.0	744
Urban Medium Density	72	4.0	288
Urban Low Density	569	2.0	1,138
Total	**1,677**	**---**	**3,757**

3.3.4 Future Service Area Total

The City of Mount Dora currently provides potable water service to over 14,000 ERUs. Based on future land uses within the City's service area there are approximately 13,000 ERUs that the City could expect to serve in the future. While these ERUs are nearly evenly divided between the Wolf Branch Innovation District, the City limits, and the Joint Planning Area, nearly 10,000 future ERUs are associated with residential development. Office land uses account for nearly all of the remaining development, with minimal contributions from commercial and industrial land uses. A summary of the future land use and projected development within the City's service area is presented in **Table 3-7**.

Table 3-7: Summary of Development Projections for the City's Service Area

Development Type	Acres	Total ERUs
Office	743	2,618
Industrial	276	259
Commercial	208	303
High Density Residential	258	4,191
Medium Density Residential	404	1,616
Low/Medium Density Residential	256	768
Low Density Residential	1,456	2,912
Other	558	315
Total	**4,159**	**12,982**

3.4 Potable Water Demand Projections

Potable water demand projections were prepared separately for areas within the Wolf Branch Innovation District, within the Mount Dora City limits, and for the remaining area within the Joint Planning Area with Lake County using the development projections presented previously. Annual average daily demand as well as maximum day demand are presented for each development type in the following sections.

Additionally, potable water demand projections for the Mount Plymouth – Sorrento Community Redevelopment Area are again included separately as the CRA is not currently with the City's service area.

3.4.1 Wolf Branch Innovation District

Future potable water demand within the Wolf Branch Innovation District is projected to reach nearly 0.8 MGD on an annual average daily demand basis, and nearly 1.4 MGD on a maximum day demand basis. Demand is primarily driven by residential water use. While this area is already home to a scattering of single family homes that will likely be redeveloped, with no potable water service in the area, they are currently served by private wells and will not offset the additional demand being added to the service area.

Office use is a second large contributor to future demand. While the commercial and flex/industrial land uses are not projected to contribute heavily to the future potable water demand, industrial use encompasses a wide variety of potential future uses. The

projections presented here assume potable water consumption associated with domestic use by employees of the industrial development only. No allowance has been made for the potential of additional demand associated with process water for manufacturing or other industrial uses. A summary of the future projected water demands within the Wolf Branch Innovation District is presented in **Table 3-8**.

Table 3-8: Summary of Water Demand Projections for the Wolf Branch Innovation District

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Office	1,256	238,640	405,688
Flex/Industrial	249	47,310	80,427
Commercial	50	9,500	16,150
Residential	2,647	502,930	854,981
Total	**4,202**	**798,380**	**1,357,246**

3.4.2 Mount Dora City Limits

Future potable water demand within the Mount Dora is projected to reach nearly 1.0 MGD on an annual average daily demand basis, and nearly 1.6 MGD on a maximum day demand basis. Demand is primarily driven by residential water use, with minimal contributions from commercial and office uses. A summary of the future projected water demands within the Mount Dora city limits is presented in **Table 3-9**.

Table 3-9: Summary of Water Demand Projections within the Mount Dora City Limits

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Office	116	22,040	37,468
Industrial	10	1,900	3,230
Commercial	82	15,580	26,486
Mixed Use	24	4,560	7,752
Residential/Office	21	3,990	6,783
High Density Residential	800	152,000	258,400
Medium Density Residential	1,328	252,320	428,944
Low/Medium Density Residential	768	145,920	248,064
Low Density Residential	1,774	337,060	573,002
Total	**4,923**	**935,370**	**1,590,129**

3.4.3 Joint Planning Area

Future potable water demand within the Joint Planning Area is projected to reach nearly 0.8 MGD on an annual average daily demand basis, and nearly 1.3 MGD on a maximum day demand basis. Demand is primarily driven by residential water use, with

an additional significant contribution from office use. A summary of the future projected water demands within the Joint Planning Area is presented in **Table 3-10**.

Table 3-10: Summary of Water Demand Projections within the Joint Planning Area

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Office	1,246	236,740	402,458
Commercial	71	13,490	22,933
Rural Transition	270	51,300	87,210
Urban High Density	744	141,360	240,312
Urban Medium Density	288	54,720	93,024
Urban Low Density	1,138	216,220	367,574
Total	**3,757**	**713,830**	**1,213,511**

3.4.4 Future Service Area Total

Currently the annual average potable water demand within the City's service area is approximately 2.5 MGD. At build-out, future potable water demand is anticipated to double. Expansion of residential development within the service area is responsible for nearly 1.8 MGD of additional demand alone. A summary of the future projected water demands within the City's service area is presented in **Table 3-11**.

Table 3-11: Summary of Water Demand Projections for the City's Service Area

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Office	2,618	497,420	845,614
Industrial	259	49,210	83,657
Commercial	303	57,570	97,869
High Density Residential	4,191	796,290	1,353,693
Medium Density Residential	1,616	307,040	521,968
Low/Medium Density Residential	768	145,920	248,064
Low Density Residential	2,912	553,280	940,576
Other	315	59,850	101,745
Total	**12,982**	**2,466,580**	**4,193,186**

3.4.5 Current and Future Potable Water Demand

At the completion of the build-out of the Wolf Branch Innovation District, the Joint Planning Area, and the City limits, it is estimated that there will be over 27,500 ERUs within the City's service area. Potable water demand will reach 5.3 MGD on an annual average daily basis, with a maximum day demand of 9.0 MGD. A summary of the overall projected water demands within the City's service area is presented in **Table 3-12**.

Table 3-12: Summary of Overall Water Demand within the City's Service Area

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Existing Development	14,651	2,826,000	4,794,000
Wolf Branch Innovation District	4,202	798,380	1,357,246
Mount Dora City Limits	4,923	935,370	1,590,129
Joint Planning Area	3,757	713,830	1,213,511
Total	**27,533**	**5,273,580**	**8,954,886**

3.4.6 Potable Water Demand Growth Projections

Over the period between 2015 and 2020, growth in the City's service area averaged 1.7 percent per year. With the completion of the Wekiva Parkway, and in anticipation of the Wolf Branch Innovation District beginning to develop, the anticipated future growth rate was doubled to a conservative 3.4 percent for planning purposes. A summary of the 20-year potable water demand growth projections is presented in **Table 3-13**.

Table 3-13: Potable Water Demand Growth Projections

Year	Assumed Growth Rate	Residential Demand (gpd)	Commercial & Industrial Demand (gpd)	Irrigation Demand (gpd)	Total Potable Water Demand (gpd)
2020	3.4%	2,123,060	465,000	50,000	2,638,060
2021	3.4%	2,195,244	480,360	51,000	2,726,604
2022	3.4%	2,269,882	496,692	52,000	2,818,574
2023	3.4%	2,347,058	513,580	53,000	2,913,638
2024	3.4%	2,426,858	531,041	54,000	3,011,900
2025	3.4%	2,509,372	549,097	55,000	3,113,468
2026	3.4%	2,594,690	567,766	56,000	3,218,456
2027	3.4%	2,682,910	587,070	57,000	3,326,980
2028	3.4%	2,774,129	607,030	58,000	3,439,159
2029	3.4%	2,868,449	627,669	59,000	3,555,118
2030	3.4%	2,965,976	649,010	60,000	3,674,986
2031	3.4%	3,066,819	671,076	61,000	3,798,896
2032	3.4%	3,171,091	693,893	62,000	3,926,984
2033	3.4%	3,278,908	717,485	63,000	4,059,394
2034	3.4%	3,390,391	741,880	64,000	4,196,271
2035	3.4%	3,505,664	767,104	65,000	4,337,768
2036	3.4%	3,624,857	793,185	66,000	4,484,042
2037	3.4%	3,748,102	820,154	67,000	4,635,256
2038	3.4%	3,875,538	848,039	68,000	4,791,577
2039	3.4%	4,007,306	876,872	69,000	4,953,178
2040	3.4%	4,143,554	906,686	70,000	5,120,240

Section 4: Regulatory Compliance

4.1 SJRWMD Consumptive Use Permit

Raw groundwater withdrawals for the production of potable water are regulated by the St. John's River Water Management District through the issuance of a Consumptive Use Permit (CUP). The City of Mount Dora was issued CUP Number 50147-9 on June 3, 2015, with an expiration date of August 9, 2031.

4.1.1 Ground Water Withdrawals

Maximum annual groundwater withdrawals for potable water for the City's service area as a whole, along with individual limits for the WTP No. 1 and 2 sites are contained within the CUP. Total allowable ground water withdrawals increase from 5.4 MGD in 2020 to 5.9 MGD in 2028, where they remain until the expiration of the permit in 2031. With ground water withdrawals in 2019 averaging 2.8 MGD, there is tremendous capacity for growth within the existing groundwater withdrawal allocation. A summary of the CUP limitations is presented in **Table 4-1**.

Table 4-1: Summary of SJRWMD CUP Groundwater Withdrawal Limits

Year	Annual Withdrawal (MGY)	Daily Average Withdrawal (MGD)	WTP No. 1 Limit (MGD)	WTP No. 2 Limit (MGD)
2019	1,943.99	5.3	3.529	3.529
2020	1,975.38	5.4	3.529	3.529
2021	2,003.85	5.5	3.529	3.529
2022	2,032.32	5.6	3.529	3.529
2023	2,061.52	5.6	3.529	3.529
2024	2,090.36	5.7	3.529	3.529
2025	2,118.83	5.8	3.529	3.529
2026	2,124.30	5.8	3.529	3.529
2027	2,130.51	5.8	3.529	3.529
2028	2,135.98	5.9	3.529	3.529
2029	2,141.82	5.9	3.529	3.529
2030	2,146.93	5.9	3.529	3.529
2031	2,146.93	5.9	3.529	3.529

4.1.2 Water Loss

As a condition of the CUP a water loss audit is required every three years to show that water loss in the distribution system is less than 10 percent of the groundwater withdrawal for the previous year. Observed water loss greater than the 10 percent limit requires the completion of a meter survey to ensure water is being properly metered. Unmetered water uses including fire hydrant flushing, water main breaks, allowable water main losses, and water used in firefighting are not considered water loss. The most recent water loss audit completed for the City in 2020 showed water loss of approximately 9.7 percent, within the allowable water loss requirements of the permit.

4.1.3 Ground Water Withdrawal Allocation

In addition to the ground water withdrawals for the water treatment plants, the Consumptive Use Permit also contains a ground water withdrawal allocation for the production of supplemental reclaimed water. The current allocation of 240.9 million gallons annually will be reduced to 75 million gallons annually from 2022. While it is projected that potable water demand will remain significantly below the permit allocation through the expiration of the current permit in 2031, additional ground water withdrawals for the production of supplemental reclaimed water are anticipated to be required as early as 2024. The 10-year review of the Consumptive Use Permit identified a need to increase the ground water withdrawal allocation for supplemental reclaimed water production to 720 million gallons annually (1.971 mgd). In exchange, the ground water withdrawals for the production of potable water would be reduced to 1,533 million gallons annually (4.2 mgd).

While the 10-year Consumptive Use Permit review used the assumption that the growth rate in the City's service area was to remain constant at 1.7-percent annually over the next 20 years, the completion of the Wekiva Parkway and the development of the Wolf Branch Innovation District is anticipated to spur growth in the service area. The proposed reduction in the ground water withdrawal for potable water production was reviewed with respect to growth rates up to 3.4-percent, double the historical rate of growth. In all cases, the proposed reduction in the ground water withdrawal allocation to 1,533 million gallons annually will supply sufficient potable water to meet demand within the City's service area through the expiration of the City's current consumptive use permit in 2031.

4.2 FDEP Water Treatment Plant Permit

The Florida Department of Environmental Protection is responsible for issuing permits related to the the construction of water treatment facilities and distribution systems. Unlike the CUP issued by the SJRWMD, these permits do not expire. Also, while the SJRWMD CUP limits are based on annual average groundwater withdrawals, FDEP Operating Permits for Water Treatment Facilities provide limits on the amount of potable water that may be produced in a single day, providing a capacity in terms of maximum day demand.

4.2.1 Water Treatment Plant No. 1

WTP No. 1 was last substantially modified in 2015 when the maximum day capacity was reduced to 6.048 MGD. A minor modification to the permit was issued in 2019 for the installation of mixers in the ground storage tank to improve the efficiency of the disinfection process. Operating data from the period from 2017 to 2019 shows that the maximum day production at the WTP was 3.035 MGD, roughly 50 percent of the permitted maximum day capacity in compliance with FDEP permit limits.

The FDEP requires WTP No. 1 to maintain a minimum free chlorine residual of 0.2 mg/L or a minimum combined chlorine residual of 0.6 mg/L at the point where the finished water enters the distribution system. A review of Monthly Operating Reports for the time period from 2017 to 2019 shows that WTP No. 1 has consistently met the required chlorine residual requirement, and maintains compliance with the FDEP permit.

4.2.2 Water Treatment Plant No. 2

WTP No. 2 was constructed in 2013 when the maximum day capacity was reduced to 4.32 MGD based on operation of the raw water wells 18 hours per day. A minor modification to the permit was issued in 2019 for the installation of mixers in the ground storage tank to improve the efficiency of the disinfection process. Operating data from the period from 2017 to 2019 shows that the maximum day production at the WTP was 2.633 MGD, roughly 61 percent of the permitted maximum day capacity in compliance with FDEP permit limits.

The FDEP requires WTP No. 2 to maintain a minimum free chlorine residual of 0.2 mg/L or a minimum combined chlorine residual of 0.6 mg/L at the point where the finished water enters the distribution system. A review of Monthly Operating Reports for the time period from 2017 to 2019 shows that WTP No. 2 has consistently met the required chlorine residual requirement, and maintains compliance with the FDEP permit.

4.2.3 Total FDEP Permitted WTP Capacity

The total FDEP permitted capacity of the City's water treatment plants is currently 10.358 MGD on a maximum day demand basis. The capacity of WTP No. 2 has remained unchanged at 4.32 MGD since it was placed into service in 2013. The permitted capacity of WTP No. 1 was reduced to 6.048 MGD when the abandoned Well No. 1 was removed from service in 2015. The capacity of both WTPs is limited by the available well capacity. A summary of the combined FDEP permitted WTP capacity is presented in **Table 4-1**.

Table 4-1: Summary of FDEP Permitted WTP Capacity

Water Treatment Plant	Permitted Capacity	Limiting Factor
WTP No. 1	6.048 MGD MDD	Well Pump Capacity
WTP No. 2	4.320 MGD MDD	Well Pump Capacity
Mount Dora Service Area	10.358 MGD MDD	Well Pump Capacity

Section 5: Potable Water System Evaluation

5.1 Potable Water Service Area

Growth within the City's current potable water service area will be focused within the Wolf Branch Innovation District and other undeveloped areas primarily located east of US Route 441. The projected maximum day potable water demand of the existing service area is 10.3 MGD, less than the combined FDEP permitted capacity of Water Treatment Plants No. 1 and 2 of 10.368 MGD. While the Consumptive Use Permit with the SJRWMD allows a maximum ground water withdrawal of 5.9 MGD on an annual average daily basis, slightly below the projected buildout capacity of 6.1 MGD within the existing service area. Changes in land use, development densities, and water use trends are likely to change the potable water demands in the future.

Potential expansion of the service area into the Mount Plymouth-Sorrento CRA, and into the area south of State Route 44 and east of Britt Road would further concentrate growth east of the current City limits, while also increasing projected potable water demands beyond the currently permitted FDEP and SJRWMD permit limits. Expansion of the City's service area to encompass the Mount Plymouth-Sorrento CRA area is further discussed in Section 7.

5.2 Water Treatment Plant No. 1

The City's Water Treatment Plant No. 1 has limited land area available for expansion, and is remotely located from the majority of the projected growth that will occur in the City's service area. Improvement projects undertaken at Water Treatment Plant No. 1 are anticipated to be related to preventative maintenance and the replacement of aging equipment rather than an expansion in capacity.

5.2.1 Raw Water Wells

The three raw water wells that remain in service at Water Treatment Plant No. 1 have a combined capacity of 10.36 MGD. FDEP regulations require the combined well capacity of a water treatment plant to have a capacity at least equal to the maximum day demand with all wells in service, and at least equal to the average daily demand with the largest well out of service. A summary of the available well capacity relative to FDEP required capacity is provided in **Table 5-1**.

Table 5-1: Summary of Raw Water Wells Capacity Required at WTP No. 1

Demand Condition	Wells In Service	Total Required Capacity	Total Available Capacity
Maximum Day	3	6.048 MGD	10.36 MGD
Annual Average Day	2	3.56 MGD	6.04 MGD

As the three existing wells exceed the FDEP required capacity, and there is no indication of declining water quality or quantity from any of the three wells. Given the age of Well No. 2, it is likely nearing the end of its useful life. However, the remaining

two wells are of larger capacity, and will continue to provide sufficient well capacity per FDEP requirements.

5.2.2 Finished Water Storage

Each of the two finished water storage tanks at Water Treatment Plant No. 1 is equipped with a tray aerator capable of treating the flow from one well. Although all three wells cannot be run at one time due to the capacity limitations of the aerators, only two wells are required to meet the permitted maximum day demand of Water Treatment Plant No. 1.

Finished water is stored in two 0.5-million-gallon ground storage tanks. An elevated tank located on the corner of East 12th Avenue and North Tremain Street was recently removed from service, reducing the total finished water storage capacity of Water Treatment Plant No. 1 to 1.0 million gallons. FDEP regulations require that finished water is provided for 25-percent of the maximum daily demand plus fire flow or four hours of capacity at peak hour demand. A summary of the FDEP required finished water storage capacity is presented in **Table 5-2**.

Table 5-2: Summary of Finished Water Storage Capacity Required at WTP No. 1

Demand Condition	Duration	Capacity Required	Fire Flow Storage	Total Required Capacity
Maximum Day	6 Hours	1.512 MGD	0.180 MGD	1.692 MGD
Peak Hour	4 Hours	1.775 MGD	N/A	1.775 MGD

The currently available finished water storage capacity at Water Treatment Plant No. 1 is not sufficient given the permitted capacity of the facility. Construction of additional storage capacity is recommended, however as the City's two water treatment plants are interconnect, it is recommended that the additional storage be constructed at Water Treatment Plant No. 2.

5.2.3 High Service Pumping

FDEP regulations require high service pumping capacity sufficient to meet peak hour demand with the largest pump out of service. While Water Treatment Plant No. 1 has four high service pumps, they ranged in size from 2,500 gpm to 4,500 gpm, significantly reducing the available capacity when the largest pump is out of service. A summary of the available high service pumping capacity is presented in **Table 5-3** below.

Table 5-3: Summary of High Service Pumping Capacity Required at WTP No. 1

Demand Condition	Pumps In Service	Total Required Capacity	Total Available Capacity
Maximum Day	3	4.5 MGD	10.79 MGD
Peak Hour	3	7.95 MGD	10.79 MGD

With the three smaller high service pumps in operation, Water Treatment Plant No. 1 has the capacity to provide 10.79 MGD of finished water to the distribution system, sufficient to meet FDEP requirements. With the largest high service pump in operation, the maximum capacity of the high service pumps is increased to 17.26 MGD. While the current high service pumping provides sufficient capacity to accommodate future flows

in the service area the larger fire pump is difficult to operate due to the high flow, and lack of a variable frequency drive. The existing electrical equipment for the pumps is also located in the same room, a potentially wet area. It is recommended that the existing pumps be replaced with four like high services pumps with a design capacity of 3,000 gpm each. Each pump would be driven by a 150 Hp motor and variable frequency drive controlled. In order to better protect the variable frequency drives from exposure to water, the new electrical equipment should be installed in a separate room. A new wall could be constructed in the existing High Service Pump Building to isolate the electrical equipment from the pumps.

5.2.4 Summary of Recommended Improvements to Water Treatment Plant No. 1

Water Treatment Plant No. 1 has a long history of serving the City of Mount Dora. With the western portion of the City's service area approaching build-out, and the construction of Water Treatment Plant No. 2 to serve the majority of future growth, as well as to provide redundancy, the need for additional capacity is limited. Recommended improvements at Water Treatment Plant No. 1 include:

- Replace the existing high service pumps with four new 150 Hp VFD driven high service pumps with a design capacity of 3,000 gpm each.

A proposed site plan for Water Treatment Plant No. 1 showing the proposed improvements is presented in **Figure 5-1**. The conceptual opinion of probable construction cost for the Water Treatment Plant No. 1 Improvements including contingency, engineering design, and construction administration costs is $1.9 million, as shown in **Table 5-4**.

Table 5-4: Water Treatment Plant No. 1 Improvements Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
High Service Pump	4 EA	$70,000	$280,000
Variable Frequency Drives	4 EA	$30,000	$120,000
Electrical and Controls	1 LS	$40,000	$40,000
Partition Wall	1 LS	$10,000	$10,000
Subtotal			$450,000
Contingency	25%		$113,000
Subtotal			$563,000
Engineering and Construction Administration	12%		$67,000
Total			**$630,000**

5.3 Water Treatment Plant No. 2

Water Treatment Plant No. 2 is located east of US Route 441 in the center of the anticipated growth within the City's service area. Currently permitted with a capacity of 4.32 MGD on a maximum daily demand basis, Water Treatment Plant No. 2 was originally constructed with provisions for expansion to accommodate future growth. As the structures and equipment have only been in service for seven years, they remain in good condition and recommended improvements are focused on providing additional capacity for future growth.

EXISTING WELL #2

EXISTING WELL #1

EXISTING 0.5 MG GROUND STORAGE TANK

EX. SODIUM HYPOCHLORITE STORAGE AND FEED

REPLACE HIGH SERVICE PUMPS AND VARIABLE FREQUENCY DRIVES

EXISTING HIGH SERVICE PUMP STATION

EXISTING GENERATOR

EXISTING WELL HOUSE

EXISTING 0.5 MG GROUND STORAGE TANK

N

Scale: 1" = 30'

30 0 30 60

SCALE IN FEET

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City of Mount Dora, Florida
MASTER PLAN

FUTURE WATER TREATMENT PLANT NO. 1-SITE PLAN

CITY OF MOUNT DORA

BESH HALFF
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Certificate of Authorization Number: 33380

DATE:	SEPTEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-1

5.3.1 Raw Water Wells

The two raw water wells at Water Treatment Plant No. 2 have a combined capacity of 5.75 MGD. FDEP regulations require the combined well capacity of a water treatment plant to have a capacity at least equal to the maximum day demand with all wells in service, and at least equal to the average daily demand with the largest well out of service. A summary of the available well capacity relative to FDEP required capacity is provided in **Table 5-5**.

Table 5-5: Summary of Raw Water Wells Capacity Required at WTP No. 2

Demand Condition	Wells In Service	Total Required Capacity	Total Available Capacity
Maximum Day	2	4.32 MGD	5.75 MGD
Annual Average Day	1	2.54 MGD	2.87 MGD

Although the two existing wells at Water Treatment Plant No. 2 provide sufficient capacity per FDEP requirements, the well capacity is insufficient to support the demands of the service area in the event that Water Treatment Plant No. 1 were to be taken off-line. The original design of Water Treatment Plant No. 2 included two future wells, and the City's SJRWMD Consumptive Use Permit already includes future wells 2-3 and 2-4 located on the WTP site. In order to provide additional redundancy, it is recommended that the third raw water well be constructed at Water Treatment Plant No. 2 in the 2020 to 2021 fiscal year. The fourth raw water well should be constructed when maximum daily demand reaches 8.0 MGD, equivalent to approximately 21,300 ERUs.

5.3.2 Finished Water Storage

The finished water storage tanks at Water Treatment Plant No. 2 is equipped with a tray aerator capable of treating the flow from both existing wells. Finished water is stored in a single 1.0-million-gallon ground storage tank. FDEP regulations require that finished water is provided for 25-percent of the maximum daily demand plus fire flow or four hours of capacity at peak hour demand. A summary of the FDEP required finished water storage capacity is presented in **Table 5-6**.

Table 5-6: Summary of Finished Water Storage Capacity Required at WTP No. 2

Demand Condition	Duration	Capacity Required	Fire Flow Storage	Total Required Capacity
Maximum Day	6 Hours	1.08 MGD	0.18 MGD	1.26 MGD
Peak Hour	4 Hours	1.27 MGD	N/A	1.27 MGD

The 1.0 MG of finished water capacity at Water Treatment Plant No. 2 is insufficient to meet currently permitted flows. Construction of an additional 1.0 MG ground storage tank should be completed within the next three years.

5.3.3 High Service Pumping

Unlike Water Treatment Plant No. 1, all of the existing high service pumps are Water Treatment Plant No. 2 are the same size. With three pumps currently installed, sufficient capacity to meet peak hour demand must be provided with two pumps in service. A summary of the available high service pumping capacity is presented in **Table 5-7** below.

Table 5-7: Summary of High Service Pumping Capacity Required at WTP No. 2

Demand Condition	Pumps In Service	Total Required Capacity	Total Available Capacity
Maximum Day	3	4.5 MGD	5.75 MGD
Peak Hour	3	7.95 MGD	8.63 MGD

While the three currently installed pumps at Water Treatment Plant No. 2 provide sufficient capacity to meet peak hour demands, additional high service pumps should be provided as each new well is constructed so that the firm high service pumping capacity matches the installed well capacity. It is recommended that High Service Pump No. 4 be installed in Fiscal Year 2020 to 2021, and that High Service Pump No. 5 be constructed when the maximum daily demand reaches 8.0 MGD, or approximately 21,300 ERUs.

5.3.4 Summary of Recommended Improvements to Water Treatment Plant No. 2

Water Treatment Plant No. 2 is a relatively new facility, having been placed in service seven years ago. While the existing infrastructure is in good condition, the vast majority of growth in the City's service area is anticipated to be served by Water Treatment Plant No. 2. Construction of additional capacity will be required to continue to meet these growing demands. Recommended improvements at Water Treatment Plant No. 2 include:

- Construct Well 2-3 and High Service Pump No. 4 in Fiscal Year 2020 to 2021.
- Construct Ground Storage Tank No. 2 and the associated tray aerator within the next three years.
- Construct Well 2-4 and High Service Pump No. 5 when potable water demands reach 8.0 MGD, approximately 21,300 ERUs.

A proposed site plan for Water Treatment Plant No. 2 showing the proposed improvements is presented in **Figure 5-2**. The conceptual opinion of probable construction cost for the Water Treatment Plant No. 2 Improvements including contingency, engineering design, and construction administration costs is $4.4 million, as shown in **Table 5-8**.

FUTURE WELL #4

FUTURE WELL #3

FUTURE 1MG GROUND STORAGE TANK

EXISTING WELL #1

EXISTING WELL #2

EXISTING 1MG GROUND STORAGE TANK

EXISTING GENERATOR

EX. HIGH SERVICE PUMP STATION

PROPOSED 16" POTABLE WATER MAIN

EXISTING 24" DI WM

N

Scale: 1" = 30'

30 0 30 60

SCALE IN FEET

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City of Mount Dora, Florida

MASTER PLAN

FUTURE WATER TREATMENT PLANT NO. 2-SITE PLAN

CITY OF MOUNT DORA

BESH HALFF

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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-2

Table 5-8: Water Treatment Plant No. 2 Improvements Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
1.0 MG Ground Storage Tank	1 LS	$800,000	$800,000
5,000 GPM Natural Draft Aerator	1 LS	$170,000	$170,000
Foundation Preparation & Piping	1 LS	$330,000	$330,000
Well No. 2-3	1 LS	$800,000	$800,000
Well No. 2-4	1 LS	$800,000	$800,000
High Service Pumps	2 EA	$120,000	$240,000
Subtotal			$3,140,000
Contingency	25%		$785,000
Subtotal			$3,925,000
Engineering and Construction Administration	12%		$470,000
Total			**$4,395,000**

5.4 Potable Water Distribution System

A hydraulic model of the City's potable water system was not performed as part of the development of this master plan. However, the potable water system was evaluated with improvements recommended based on the following conditions:

- Relocation of existing potable water mains due to roadway construction.
- Construction of new potable water mains to increase reliability and improve water quality.
- Construction of new potable water mains to support anticipated growth.
- Replacement of existing potable water mains that are prone to line breaks.

5.4.1 Potable Water Relocation Due to Roadway Construction

Roadway construction undertaken by the Florida Department of Transportation and Lake County has recently required the City to relocate a significant amount of potable water main, including along US Route 441, County Road 19A, Sylvan Point Drive, and Gertrude Place. Upcoming roadway construction projects that will require the relocation of the City's potable water mains include:

- State Route 44 Widening
- Morningside Drive Drainage Improvements
- County Road 19A/Eudora Road/Old US Route 441 Round-a-bout Construction

5.4.2 Potable Water Construction to Improve Reliability and Water Quality

Looping of water main improves the overall reliability of the potable water distribution system by providing multiple points of connection, and improves water quality by eliminating the stagnant water the accumulates at dead ends. Opportunities to improve reliability and water quality in the existing potable water system include:

- Potable water main connecting the Lakes of Mount Dora and the Country Club of Mount Dora.
- Potable water main connecting the Country Club of Mount Dora to the existing water main at Britt Road and Wolf Branch Road.
- Potable Water Interconnect with the City of Eustis.
- Potable Water Interconnect with the City of Tavares.

5.4.3 Potable Water Construction to Support Development

Development within the Wolf Branch Innovation District and the surrounding area will require potable water supply. While it is anticipated that smaller water lines serving individual areas of development will be constructed by the developer, having the primary distribution mains in place will help to spur development. The potable water main that was recently extended along State Route 46 to the intersection with Round Lake Road was the first step in this process. Construction of additional potable water mains to complete this loop within the Eastern Service Area include:

- Round Lake Road Water Main Extension South of State Route 46
- Round Lake Road Water Main Extension North of State Route 46
- Wolf Branch Road Water Main Extension

5.4.4 Potable Water Construction Due to Recurrent Water Main Breaks

An evaluation of the City's potable water main break records did not reveal any areas of significant concern. Water main breaks were recorded infrequently, and no one area experienced repetitive issues. With no identified concerns, no improvements are recommended on the basis of the existing water main's condition.

5.4.5 Potable Water Main Relocation – State Route 44 Widening

The Florida Department of Transportation has plans to widen State Route 44 (County Road 44B) from US Route 441 to State Route 44 as part of project 409870-1. The existing two-lane road will be widened to a divided four-lane roadway with bicycle lanes and sidewalks. While design of the project was completed in 2015, the construction date of the project has not been scheduled by FDOT.

The City's existing 12" ductile iron potable water main runs along State Route 44 from US Route 441 to the intersection with Eustis Airport Road, a distance of approximately 8,380 LF. Additional right of way being required for the widening is located west of the existing roadway, while the City's potable water main is located near the eastern right of way boundary. This favorable location prevents the majority of the water main from being in conflict with the roadway construction, with the exception of stormwater structures. Rather than relocate the entire water main, it is recommended that the City only relocate sections of the main where conflicts with stormwater infrastructure will occur. Approximately 30-percent of the existing water main, 2,530 LF, will need to be relocated under this scenario. It is assumed that the project will include 2,530 LF of 12" ductile iron water main will be constructed along State Route 44. Additionally, the construction of approximately 900 LF of 10" water main along Meadenhall Boulevard is recommended to connect to an existing stub-out within the Loch Levan subdivision.

A conceptual plan of the State Route 44 Water Main Relocation project is shown in **Figure 5-3**. The conceptual opinion of probable construction cost for the State Route 44 Water Main Relocation project including contingency, engineering design, and construction administration costs is $435,000, as shown in **Table 5-9**.

ORANGE AVE

SR 44

SR 44

EUSTIS AIRPORT

BRITT RD

LAKE JOANNA

PROPOSED 10" PVC
WATER MAIN

EXISTING 12" DUCTILE
IRON WATER MAIN

REMOVE 10" CAP
CONNECT TO EX. WM

SR 44

LOCH LEVEN

US 441

N

Scale: 1"= 500'

500 0 500 1000

SCALE IN FEET

NOTE:
EXISTING 12" DUCTILE WATER MAIN SHALL BE REPLACED, WHERE THERE THERE WILL BE CONFLICTS WITH PROPOSED STORMWATER STRUCTURES ALONG STATE ROAD 44. APPROXIMATELY 2530 LF OF PROPOSED 12" DUCTILE IRON PIPE IS ESTIMATED TO BE CONSTRUCTED ALONG SR-44.

APPROXIMATELY 900 LF OF PROPOSED 10" PVC WATER ALONG MEADENHALL BV, EAST OF SR 44, IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

SR-44 WATER MAIN
RELOCATION

CITY OF MOUNT DORA

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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-3

Table 5-9: State Route 44 Water Main Relocation Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
10” Water Main	900 LF	$110/LF	$100,000
12” Water Main	2,550 LF	$130/LF	$310,000
Subtotal			$410,000
Contingency	25%		$105,000
Subtotal			$515,000
Engineering and Construction Administration	12%		$65,000
Total			**$580,000**

5.4.6 Potable Water Main Relocation – Morningside Drive Drainage Improvements

Lake County completed Phase I of the Morningside Drive & Sylvan Point Drive Drainage Improvements projects in early 2020. Phase II of the project includes the construction of drainage infrastructure along Morningside Drive from Palmetto Road to Westland Drive, and at the intersection of Morningside Drive and Gertrude Place. While Lake County has completed design of the Phase II drainage improvements, the proposed construction start date is currently unknown.

City utilities that will be impacted by Phase II of the drainage improvements include a 6” water main that runs along Morningside Drive, as well as along Gertrude Place. It is expected the water main along Morningside Drive will be required to be relocated through the entire project limits, approximately 700 LF, while the water main on Gertrude Place will need to be relocated to accommodate one stormwater pipe crossing.

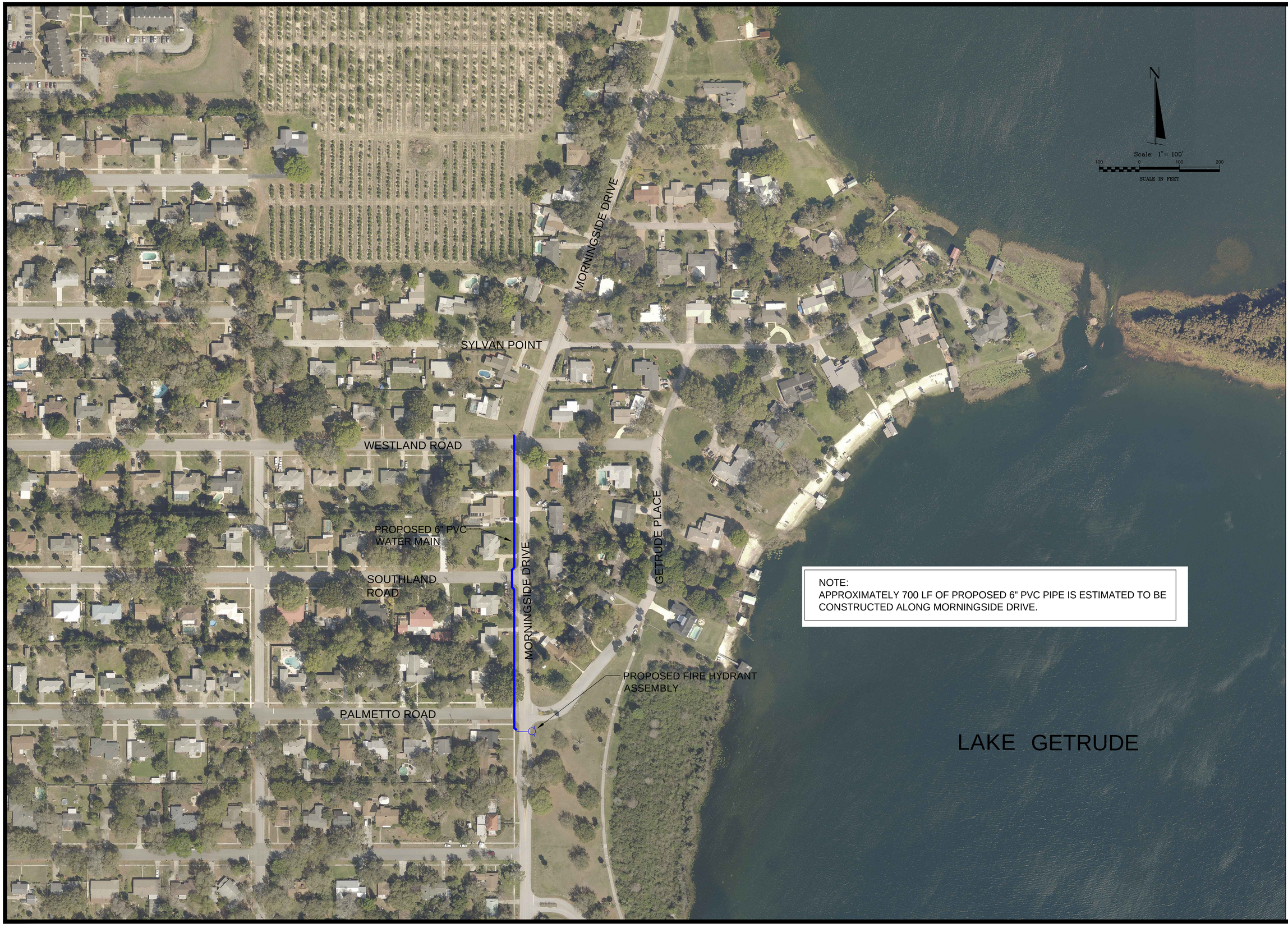
A conceptual plan of Phase II of the Morningside Drive Water Main Relocation project is shown in **Figure 5-4**. The conceptual opinion of probable construction cost for the Morningside Drive Water Main Relocation project including contingency, engineering design, and construction administration costs is $100,000, as shown in **Table 5-10**.

Table 5-10: Morningside Drive Water Main Relocation Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
6” Water Main	700 LF	$100/LF	$70,000
Subtotal			$70,000
Contingency	25%		$18,000
Subtotal			$88,000
Engineering and Construction Administration	12%		$11,000
Total			**$99,000**

5.4.7 Potable Water Main Relocation – Old US Route 441 Round-A-Bout

A second Lake County roadway construction project expected to require relocation of the City’s utilities is the conversion of the five-way intersection of Old US Route 441,



NOTE:
APPROXIMATELY 700 LF OF PROPOSED 6" PVC PIPE IS ESTIMATED TO BE CONSTRUCTED ALONG MORNINGSIDE DRIVE.

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City of Mount Dora, Florida
MASTER PLAN

MORNINGSIDE WATER MAIN
RELOCATION-PHASE 2

CITY OF MOUNT DORA

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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-4

County Route 19A, and Eudora Road into a round-a-bout intersection. Similar to Phase II of the Morningside Drive Drainage Improvements project, Lake County has completed design of the roadway construction, however a construction start date is not yet known.

After a review of the County's roadway construction plans, it is anticipated that the City's potable water main will have to be entirely relocated throughout the limits of the roadway construction. Approximately 835 LF of 12" potable water main and 85 LF of 8" potable water main will be relocated. The new potable water main will be constructed of fusible PVC or HDPE and installed by directional bore due to the need to cross the existing pavement.

A conceptual plan of the Old US Route 441 Water Main Relocation project is shown in **Figure 5-5**. The conceptual opinion of probable construction cost for the Old US Route 441 Water Main Relocation project including contingency, engineering design, and construction administration costs is $250,000, as shown in **Table 5-11**.

Table 5-11: Old US Route 441 Water Main Relocation Project Conceptual Opinion of Probable Construction Cost

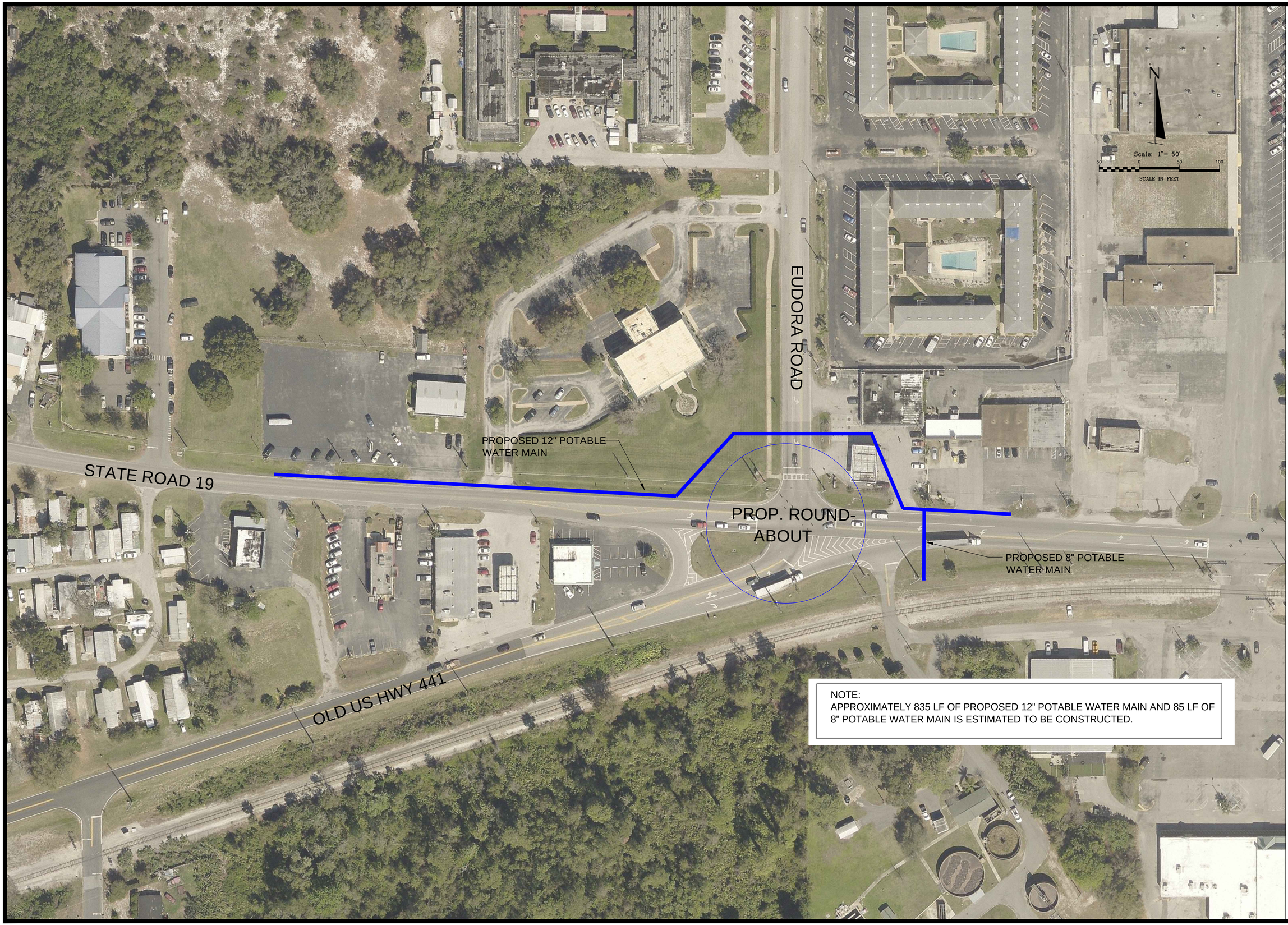
Item	Quantity	Unit Cost	Total Cost
8" Water Main – Directional Drill	85 LF	$150/LF	$13,000
12" Water Main – Directional Drill	835 LF	$180/LF	$160,000
Subtotal			$173,000
Contingency	25%		$44,000
Subtotal			$220,000
Engineering and Construction Administration	12%		$30,000
Total			**$250,000**

5.4.8 Potable Water Interconnect – Lakes of Mount Dora & Country Club of Mount Dora

When the Lake of Mount Dora was originally constructed, it was served by a single potable water main that ran along State Route 44 and Eustis Airport Road. A recently constructed potable water main looped the subdivision in with the Loch Leven subdivision providing additional reliability. As Loch Leven is also served from State Route 44, and the future FDOT widening project will require at a minimum multiple short term outages of the water main along State Route 44, a second point of interconnection is recommended to serve both the Loch Leven and Lakes of Mount Dora subdivisions.

As part of the construction of Phase 5C of the Lakes of Mount Dora subdivision a 12" water main was constructed that stubs out in an easement in the Lakes of Mount Dora. The City also recently obtained an easement from the County Club of Mount Dora allowing for the construction of the remainder of the interconnect. It is recommended that approximately 740 LF of 12" PVC water main be constructed in the easement from the property line between the County Club of Mount Dora and the Lakes of Mount Dora to Country Club Boulevard.

A conceptual plan of the Lakes of Mount Dora – Country Club Interconnect project is shown in **Figure 5-6**. The conceptual opinion of probable construction cost for the Lakes of Mount Dora – Country Club Interconnect project including contingency,



NOTE:
APPROXIMATELY 835 LF OF PROPOSED 12" POTABLE WATER MAIN AND 85 LF OF 8" POTABLE WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

OLD 441 WATER MAIN
RELOCATION

CITY OF MOUNT DORA

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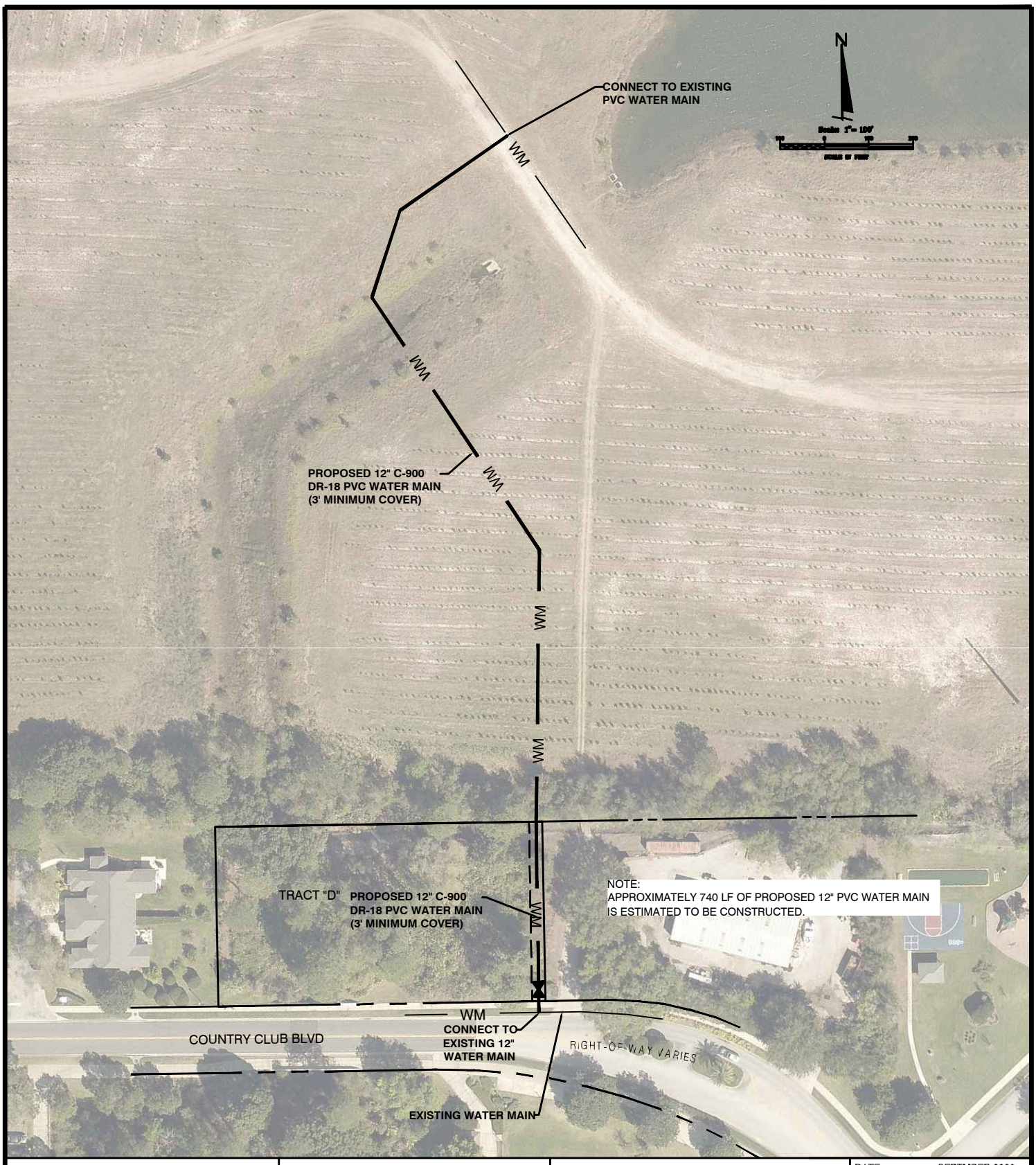
FILE NAME:	

FIGURE 5-5



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City of Mount Dora, Florida

MASTER PLAN

LAKES OF MOUNT DORA-COUNTRY CLUB OF MOUNT DORA INTERCONNECT

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FIGURE 5-6

engineering design, and construction administration costs is $150,000, as shown in **Table 5-12**.

Table 5-12: Lakes of Mount Dora – Country Club Interconnect Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
12” Water Main – Open Cut	570 LF	$130/LF	$75,000
12” Water Main – Directional Drill	170 LF	$180/LF	$35,000
Subtotal			$110,000
Contingency	25%		$30,000
Subtotal			$140,000
Engineering and Construction Administration	12%		$17,000
Total			**$147,000**

5.4.9 Potable Water Main Interconnect – Country Club of Mount Dora

The Country Club of Mount Dora is currently served by a single point of connection off of US Route 441. Although it is gated closed, the Country Club has access to Britt Road from Laurel Ridge Drive. As the Britt Road corridor provides access to large areas of undeveloped land, and a second point of connection to the Country Club is desirable to provide redundancy, construction of a potable water main along Britt Road is recommended to loop the system through the Country Club of Mount Dora.

In order to loop the system, 200 LF of 8” water main would be constructed along Laurel Ridge Drive from the existing dead end to Britt Road, and 3,000 LF of 12” water main would be constructed along Britt Road from Laurel Ridge Drive to Wolf Branch Road. While an 8” water main along Britt Road would be sufficient to serve the Country Club of Mount Dora, construction of a 12” water main is recommended in the event that the water main is extended north along Britt Road in the future. As previously noted, there is a large amount of vacant land bordering both sides of Britt Road that is located within the City’s proposed potable water service area. Oversizing the proposed water main on Britt Road would allow for the potential to serve this area should it develop in the future.

A conceptual plan of the Britt Road Water Main Extension project is shown in **Figure 5-7**. The conceptual opinion of probable construction cost for the Britt Road Water Main Extension project including contingency, engineering design, and construction administration costs is $540,000, as shown in **Table 5-13**.

Table 5-13: Britt Road Water Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
8” Water Main	200 LF	$100/LF	$20,000
12” Water Main	3,000 LF	$130/LF	$390,000
Subtotal			$410,000
Contingency	25%		$105,000
Subtotal			$515,000
Engineering and Construction Administration	12%		$65,000

NOTE:
APPROXIMATELY 200 LF OF PROPOSED 8" PVC WATER MAIN ALONG LAUREL RIDGE, AND, APPROXIMATELY 3000 LF OF 12" PVC WATER MAIN ALONG BRITT ROAD IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
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BRITT ROAD WATER MAIN EXTENSION

CITY OF MOUNT DORA

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FIGURE 5-7

Total			**$580,000**

5.4.10 Potable Water Main Interconnect – City of Eustis

While the City of Mount Dora has two water treatment plants, the complete loss of one of the water treatment plants would make it difficult to continue to maintain pressure within the potable water distribution system. These types of complete plant outages are uncommon, but do occur, primarily due to lightning strikes or other power surges. Entering into an Interlocal agreement with a neighboring utility in order to provide an emergency potable water interconnect can be mutually beneficial. Under normal operations, the interconnect between the two systems remains closed. However, in the event of a loss of pressure on either side, the interconnect would open allowing water from the interconnected system to be used to meet demand.

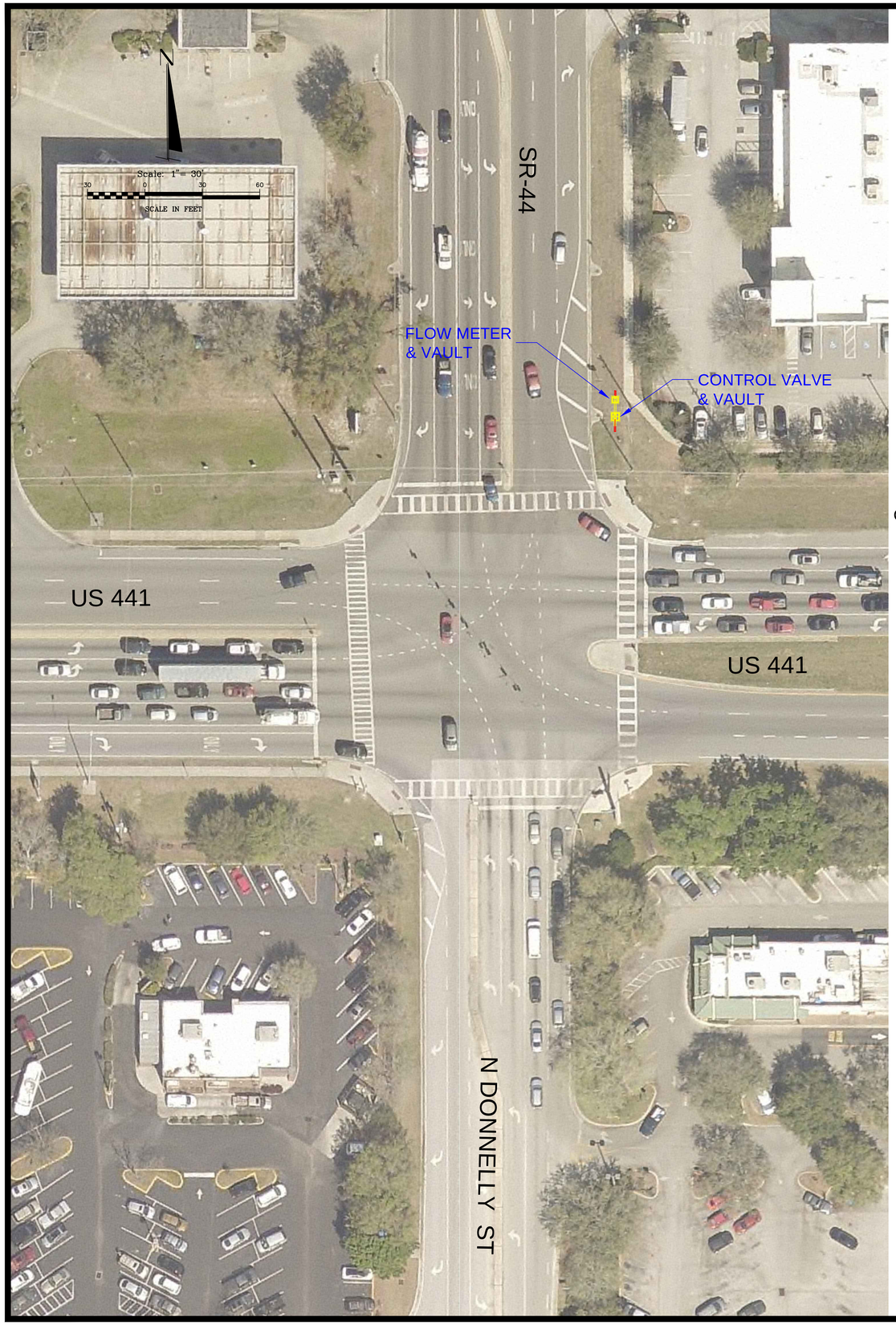
Investigating a potable water interconnect with the City of Eustis is recommended to increase the reliability of the City of Mount Dora's potable water supply. Mount Dora and Eustis have potable water mains located on opposite side of US Route 441 near the intersection with State Route 44, and on State Route 44 near the intersection with US Route 441. In addition to construction of a water main underneath the roadway to connect the two system, a control valve and flow meter would also need to be constructed. The control valve could consist of a simple hydraulic valve that would allow flow in either direction when pressure on one side of the valve drops below a set value, or a motorized valve that requires permission from both municipalities to open. The flow meter would be provided for record keeping and billing purposes.

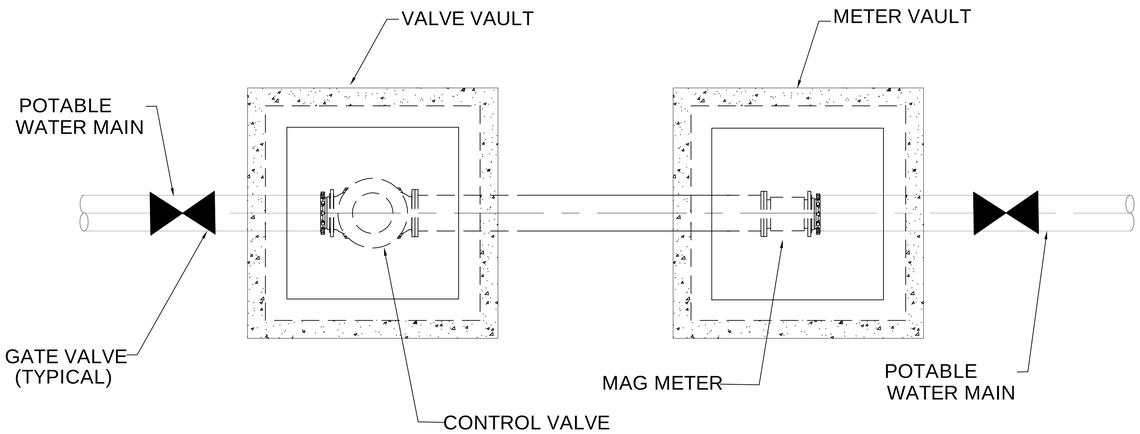
A conceptual plan of a potable water interconnect with the City of Eustis is shown in **Figure 5-8**. The location of the interconnect, and control requirements would need to be established in an Interlocal agreement with the City of Eustis. The conceptual opinion of probable construction cost for the Potable Water Interconnect with City of Eustis project including contingency, engineering design, and construction administration costs is $130,000, as shown in **Table 5-14**. The opinion of probable construction cost represents the total cost of implementation of the project and does not reflect a cost share with the City of Eustis.

Table 5-14: Potable Water Interconnect with City of Eustis Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
Piping, Valves, and Flow Meter	1 LS	$90,000	$90,000
Subtotal			$90,000
Contingency	25%		$23,000
Subtotal			$113,000
Engineering and Construction Administration	12%		$14,000
Total			**$127,000**

Establishment of an interconnect with the City of Tavares may also be feasible, however currently the construction of approximately 7,800 LF of water main along Old US Route 441 would be required to do so. In the event that future water main construction





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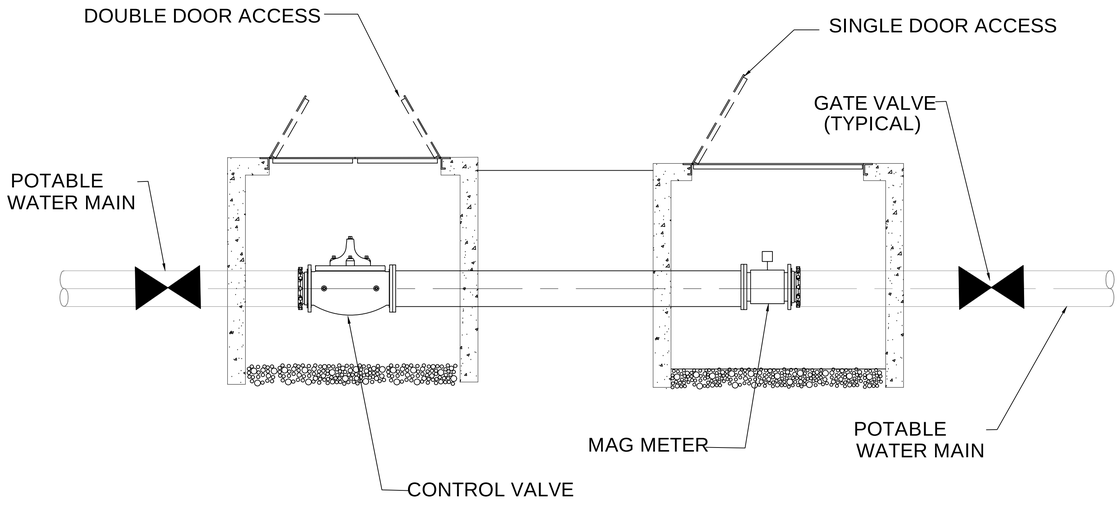

SECTION
CONTROL VALVE/FLOW METER AND VAULTS

Scale: 1"= 20'
20 0 20 40
SCALE IN FEET

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City of Mount Dora, Florida
MASTER PLAN

POTABLE WATER INTERCONNECT
WITH CITY OF EUSTIS

CITY OF MOUNT DORA

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FIGURE 5-8

presents a cost-effective opportunity to construct a potable water interconnect, it is recommended that the possibility be considered.

5.4.11 Potable Water Main Extension – Round Lake Road South

An existing 16" potable water main was installed from State Route 46 to north of the railroad crossing on Round Lake Road. Future extension of the potable water main south along Round Lake Road to Sullivan Ranch Boulevard is planned to loop the system, supply potable water to portions of the Wolf Branch Innovation District south of State Route 46, and improvement the reliability of the water supply to the existing Sullivan Ranch subdivision. The water main extension will consist of the construction of approximately 4,250 LF of 16" potable water main.

A conceptual plan of the Round Lake Road South Water Main Extension project is shown in **Figure 5-9**. The conceptual opinion of probable construction cost for the Round Lake Road South Water Main Extension project including contingency, engineering design, and construction administration costs is $790,000, as shown in **Table 5-15**.

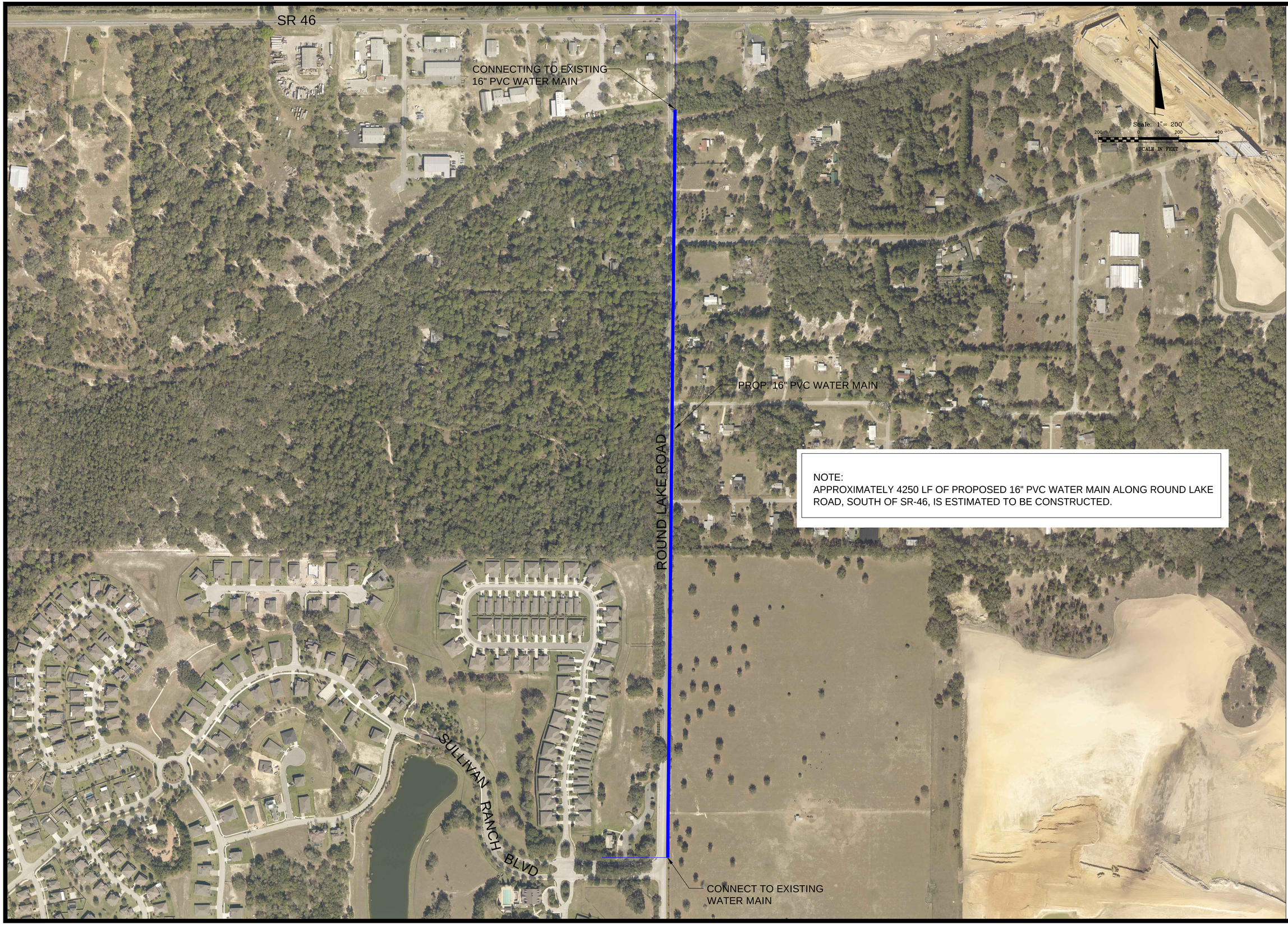
Table 5-15: Round Lake Road South Water Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
16" Water Main	4,250 LF	$130/LF	$560,000
Subtotal			$560,000
Contingency	25%		$140,000
Subtotal			$700,000
Engineering and Construction Administration	12%		$84,000
Total			**$784,000**

5.4.12 Potable Water Main Extension – Round Lake Road North

The existing 16" potable water main on Round Lake Road runs north of State Route 46 to the southern property line of Round Lake Elementary School. While the school and adjacent church are currently served by a small private water treatment plant owned by the school, it was anticipated that this plant would be abandoned in favor of connection to the City's water main. The City recently obtained an easement from the Lake County School Board with the intention of constructing a road across the southern end of the elementary school's property. As part of the road construction, the existing private water treatment plant will be decommissioned and demolished, and a water main will be extended parallel to the new roadway to serve the school and adjacent church. Extension of the water main north on Round Lake Road to the intersection with Wolf Branch Road was also planned. The water main extension will consist of the construction of approximately 1,000 LF of 10" water main, and 5,300 LF of 16" potable water main.

A conceptual plan of the Round Lake Road South Water Main Extension project is shown in **Figure 5-10**. The conceptual opinion of probable construction cost for the Round Lake Road North Water Main Extension project including contingency, engineering design, and construction administration costs is $1,200,000, as shown in **Table 5-16**.



NOTE:
APPROXIMATELY 4250 LF OF PROPOSED 16" PVC WATER MAIN ALONG ROUND LAKE ROAD, SOUTH OF SR-46, IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

ROUND LAKE RAOD SOUTH
WATER MAIN EXTENSION

CITY OF MOUNT DORA

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FIGURE 5-9

WOLF BRANCH ROAD

WOLF BRANCH ROAD

WATER TREATMENT
PLANT NO. 2

PROP. 16" PVC WATER MAIN

PROP. 16" PVC WATER MAIN

ROUND LAKE ROAD

ROUND LAKE ELEMENTARY
SCHOOL

PROP. 10" PVC WATER MAIN

CONNECT TO EXISTING 16"
GATE VALVE

CONNECT TO EXISTING 10"
GATE VALVE

EXISTING 16"
WATER MAIN

Scale: 1" = 200'

200 0 200 400

SCALE IN FEET

NOTE:
APPROXIMATELY 1710 LF OF PROPOSED 1O" PVC WATER MAIN, AND, 8450 LF OF 16" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

ROUND LAKE RAOD NORTH
WATER MAIN EXTENSION

CITY OF MOUNT DORA

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FIGURE 5-10

Table 5-16: Round Lake Road North Water Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
10” Water Main	1,000 LF	$110/LF	$110,000
16” Water Main	5,300 LF	$130/LF	$690,000
Subtotal			$800,000
Contingency	25%		$200,000
Subtotal			$1,000,000
Engineering and Construction Administration	12%		$120,000
Total			**$1,120,000**

5.4.13 Potable Water Main Extension – Wolf Branch Road

Water Treatment Plant No. 2 discharges through a water main that runs north on Niles Road before turning west on Wolf Branch Road, while also running south on Niles Road to State Route 46. There are no existing water mains on Wolf Branch Road east of Niles Road. In order to loop the system and serve development in the northern portion of the Wolf Branch Innovation District it is recommended that the water main be extended east along Wolf Branch Road from Niles Road to Round Lake Road. The water main extension will consist of the construction of approximately 6,500 LF of 16” potable water main.

A conceptual plan of the Wolf Branch Road Water Main Extension project is shown in **Figure 5-10**. The conceptual opinion of probable construction cost for the Wolf Branch Road Water Main Extension project including contingency, engineering design, and construction administration costs is $1,200,000, as shown in **Table 5-17**.

Table 5-17: Wolf Branch Road Water Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
16” Water Main	6,500 LF	$130/LF	$850,000
Subtotal			$850,000
Contingency	25%		$220,000
Subtotal			$1,070,000
Engineering and Construction Administration	12%		$130,000
Total			**$1,200,000**

5.5 Instrumentation and Control

The City’s water treatment plants are currently operated, monitored, and controlled using a proprietary supervisory control and data acquisition (SCADA) system. Due to the nature of the proprietary SCADA system, it can only be maintained and programmed by a single entity. As part of an on-going construction project fiber optic conduit and pull boxes are being installed that will connect WTP No. 2 to Wastewater Treatment Plant No. 2, allowing all of the City’s water and wastewater infrastructure to be connected by a fiber optic cable network in the future. With the addition of the fiber

optic cable, replacement of the existing proprietary SCADA system with a more modern system with an open-architecture is recommended. Using an open-architecture based SCADA system will allow for components, programming, and repairs to be provided by multiple entities, rather than relying on one specific vendor. The first stage of this transition is underway with the construction of the City's Lift Station No. 53. The estimated cost of upgrading both Water Treatment Plants No. 1 and 2 to Trihedral's VTScada system is $300,000.

Section 6: Construction Cost Estimation Methodology

6.1 Introduction

This section focuses on presenting unit cost data that can aid the City in preparing cost estimates in the future. The sections below focus on the types of projects that are expected to represent the majority of projects undertaken by the City during the upcoming five-year capital planning period. Future costs are represented as 2020 dollars. A cost escalation factor to account for inflation and market conditions should be considered in future evaluations.

6.2 Level of Contingency

The planning level unit costs presented in this section are conceptual in nature, and do not account for actual field conditions. These costs may be impacted by factors such as:

- Bypass pumping requirements or limitations in taking equipment out of service;
- Directional drilling or jack and bore construction of pipelines;
- Difficult installation conditions such as tight site constraints high groundwater tables, or the presence of rock;
- Easement, right of way, or land acquisition requirements; and,
- Ecological issues.

It is recommended that a 25 percent contingency be applied to all planning level construction cost estimates generated from this evaluation.

6.3 Engineering Services Costs

Engineering services related to the implementation of capital projects were estimated to be eight percent of the total construction cost. General services during construction, including bidding assistance, review of shop drawings, response to requests for information (RFIs), production of record drawings, and general coordination with the contractor were assumed to be four percent of the total construction cost. The cost estimates for the recommended projects include costs associated with both construction and engineering.

Section 7: Mount Plymouth-Sorrento Community Redevelopment Area

7.1 Introduction

The Mount Plymouth-Sorrento Community Redevelopment Area (CRA) is located approximately one-half mile east of the Wolf Branch Innovation District encompassing the area around State Route 46 and County Road 437. Future land use within the approximately 1,100 acres CRA is expected to include residential, commercial, and residential professional businesses. While the CRA is within unincorporated Lake County and not currently within the City's service area, the CRA is included within the City's proposed service area. Additional potable water infrastructure improvements required to provide service to the CRA were evaluated as part of the mastering planning effort. A map showing the boundaries of the CRA is presented in **Figure 7-1**.

7.2 Flow Projections

Residential and agricultural land uses currently occupy over 75 percent of the Mount Plymouth-Sorrento CRA. Future land use in the CRA is anticipated to be primarily residential with areas of commercial and government use. The redevelopment plan for the CRA divides the area into the main street district and the neighborhood district. Areas designated as main street district are limited to 5.5 dwelling units per acre, while the neighborhood district is limited to 2.0 dwelling units per acre. An average development density of 2.5 dwelling units per acres was assumed for the CRA. Potable water demand assumptions previously presented in Table 3-2 were utilized for the flow projections for the CRA.

Potable water demand within the CRA is projected to reach 0.7 mgd on an average daily demand basis, with a maximum daily demand of 1.2 mgd, and a peak hour demand of 2.8 mgd. A summary of the flow projections is presented in **Table 7-1**.

Table 7-1: Mount Plymouth-Sorrento CRA Flow Projections

Flow Condition	Potable Water Demand (gpd)
Annual Average Daily	695,625
Maximum Day	1,182,536
Peak Hour	2,782,500

7.3 Utility Improvements

Extension of potable water service to the CRA would require creating an additional loop of water main extending down Wolf Branch Road to Old Sorrento Road, along Old Sorrento Road to State Route 46, and along State Route 46 to Round Lake Road. Additional crossings of the new Wekiva Parkway would be required to serve a future industrial area south of State Route 46, including extending a water main along

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City of Mount Dora, Florida
MASTER PLAN

MOUNT PLYMOUTH-SORRENTO
CRA BOUNDARY MAP

CITY OF MOUNT DORA

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FIGURE 7-1

Coronado Somerset Drive, and across the Summer Lake Grace Groves property. A summary of the required potable water improvements is presented in **Table 7-2**, and in **Figure 7-2**.

Table 7-2: Proposed Mount Plymouth-Sorrento CRA Utility Improvements

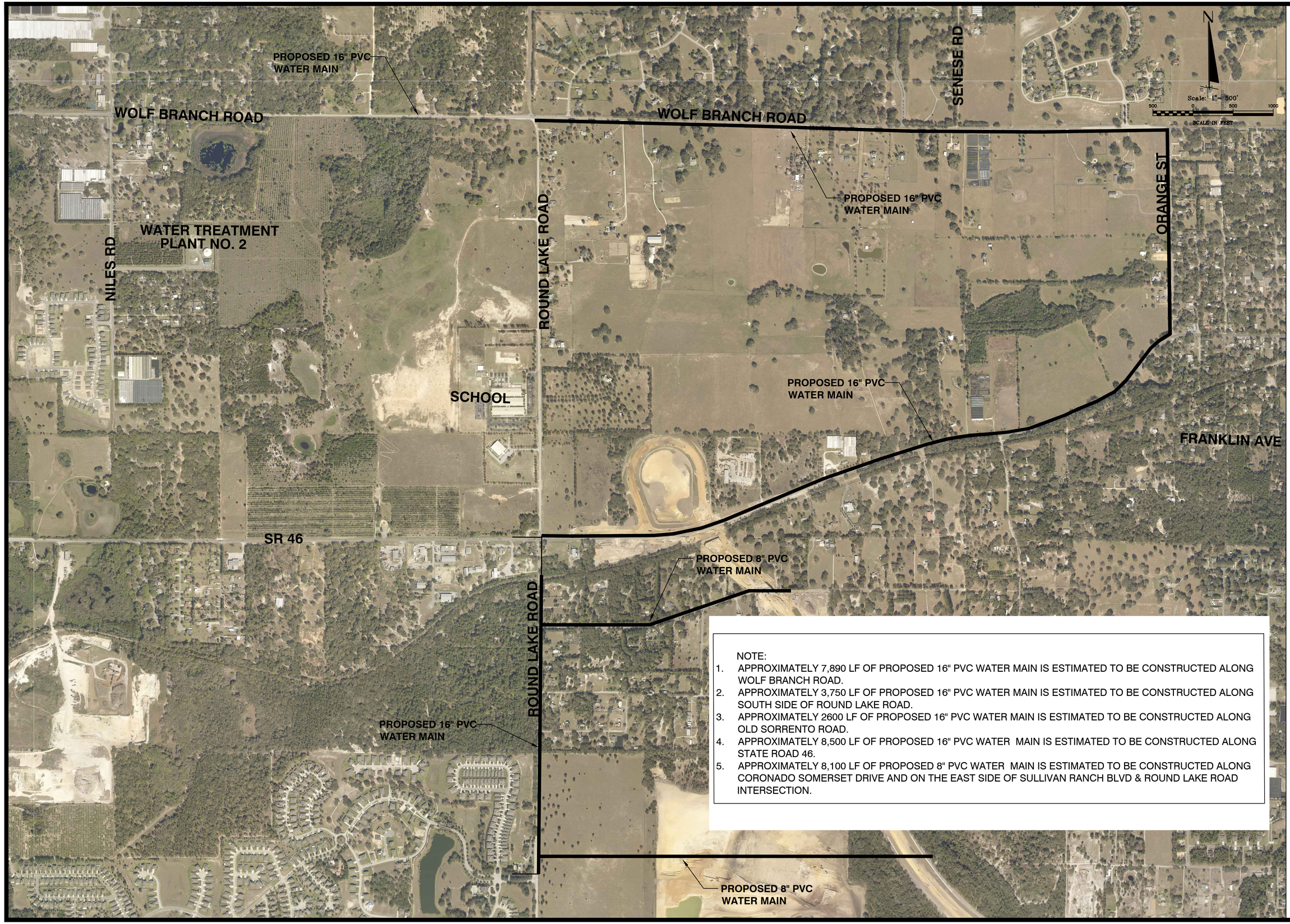
Pipe Segment	Pipe Size	Pipe Length
Wolf Branch Road from Round Lake Road to Old Sorrento Road	16” Water	8,000 LF
Old Sorrento Road from Wolf Branch Road to State Route 46	16” Water	2,600 LF
State Route 46 from Round Lake Road to Old Sorrento Road	16” Water	8,500 LF
Coronado Somerset Drive from Round Lake Road to east of State Route 453	8” Water	3,200 LF
Across Summer Lake Grace Groves Property from Round Lake Road to east of State Route 453	8” Water	6,500 LF
Total	8” Water	9,700 LF
	16” Water	19,100 LF

7.4 Cost Estimate

A cost estimate for the additional utility extensions was prepared for the Mount Plymouth-Sorrento CRA using the same assumptions previously presented in Section 6. The conceptual opinion of probable construction cost is from extending utilities to the Mount Plymouth-Sorrento CRA is $5.4 million. A breakdown of the conceptual opinion of probable construction cost is presented in **Table 7-3**.

Table 7-3: Mount Plymouth-Sorrento CRA Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
8” Water Main	9,700 LF	$100/LF	$970,000
16” Water Main – Wolf Branch Road	8,000 LF	$150/LF	$1,200,000
16” Water Main – Old Sorrento Road	2,600 LF	$150/LF	$390,000
16” Water Main – State Route 46	8,500 LF	$150/LF	$1,280,000
Subtotal			$3,840,000
Contingency	25%		$960,000
Subtotal			$4,800,000
Engineering and Construction Administration	12%		$580,000
Total			**$5,380,000**



NOTE:

1. APPROXIMATELY 7,890 LF OF PROPOSED 16" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED ALONG WOLF BRANCH ROAD.
2. APPROXIMATELY 3,750 LF OF PROPOSED 16" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED ALONG SOUTH SIDE OF ROUND LAKE ROAD.
3. APPROXIMATELY 2600 LF OF PROPOSED 16" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED ALONG OLD SORRENTO ROAD.
4. APPROXIMATELY 8,500 LF OF PROPOSED 16" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED ALONG STATE ROAD 46.
5. APPROXIMATELY 8,100 LF OF PROPOSED 8" PVC WATER MAIN IS ESTIMATED TO BE CONSTRUCTED ALONG CORONADO SOMERSET DRIVE AND ON THE EAST SIDE OF SULLIVAN RANCH BLVD & ROUND LAKE ROAD INTERSECTION.

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City of Mount Dora, Florida
MASTER PLAN

MOUNT PLYMOUTH-SORRENTO CRA
POTABLE WM IMPROVEMENTS

CITY OF MOUNT DORA

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FIGURE 7-2

Section 8: Implementation Plan

8.1 Implementation Plan Development

The proposed implementation plan includes $6.6 million over the next five years in new capital projects identified during the development of the master plan to support future growth. An additional $3.4 million in future capital projects were identified that are anticipated to be required outside of the five-year window. Rehabilitation projects related to the repair or replacement of existing infrastructure are not included. Improvements associated with serving the Mount Plymouth-Sorrento Community Redevelopment Area are also not included as the CRA is not currently within the City's potable water service area. In the case of water main construction projects, wastewater force main or reclaimed water main construction may be required on the same project site. Costs associated with the wastewater and reclaimed water systems are not represented below.

The implementation plan was developed in February 2021 based upon information that is currently available. Changes in development pattern, rate of growth, FDOT or Lake County roadway construction schedules, or observed potable water demand may necessitate changes to the implementation schedule. The proposed capital improvements implementation plan is presented in **Table 8-1**.

Table 8-1: Proposed Capital Improvements Implementation Plan

Year	Project	Budgeted Cost
2021	Lakes of Mount Dora-Country Club Interconnect	$150,000
2021	Morningside Drive Water Main Relocation	$100,000
2021	Water Treatment Plant No. 2 Well No. 2-3	$1,000,000
2022	Potable Water Interconnect with City of Eustis	$130,000
2022	WTP 1 High Service Pump Replacement	$630,000
2023	Round Lake Road North Water Main Extension	$1,200,000
2024	SCADA Improvements	$300,00
2024	Wolf Branch Road Water Main Extension	$850,000
2025	WTP 2 Ground Storage Tank & High Service Pump	$2,200,000
	5-Year Capital Improvements Total	**$6,560,000**
	Future Recommended Improvement Projects	
2026	Round Lake Road South Water Main Extension	$790,000
2027	State Route 44 Water Main Relocation	$580,000
2027	Old US Route 441 Water Main Relocation	$250,000
2028	Britt Road Water Main Extension	$580,000
2030	WTP 2 Well No. 2-4 & High Service Pump	$1,200,000
	Future Capital Improvements Total	**$3,400,000**

Section 9: Summary and Recommendations

9.1 Summary

The City of Mount Dora's potable water system includes two water treatment plants, 130 miles of water main ranging in size from 2-inch to 24-inch, 11,000 isolation valves, and 900 fire hydrants. While both water treatment plants are currently in compliance with all FDEP and SJRWMD permit requirements, the construction of the Wekiva Parkway is anticipated to spur tremendous growth in the Wolf Branch Innovation District and other surrounding areas east of US Route 441. A summary of the projected future growth in the service area, as well as its impact on potable water demand is presented in **Table 9-1**.

Table 9-1: Summary of Project Water Demand within the City's Service Area

Development Type	ERUs	Average Daily Demand (gpd)	Maximum Day Demand (gpd)
Existing Development	14,651	2,826,000	4,794,000
Wolf Branch Innovation District	4,202	798,380	1,357,246
Mount Dora City Limits	4,923	935,370	1,590,129
Joint Planning Area	3,757	713,830	1,213,511
Total	**27,533**	**5,273,580**	**8,954,886**

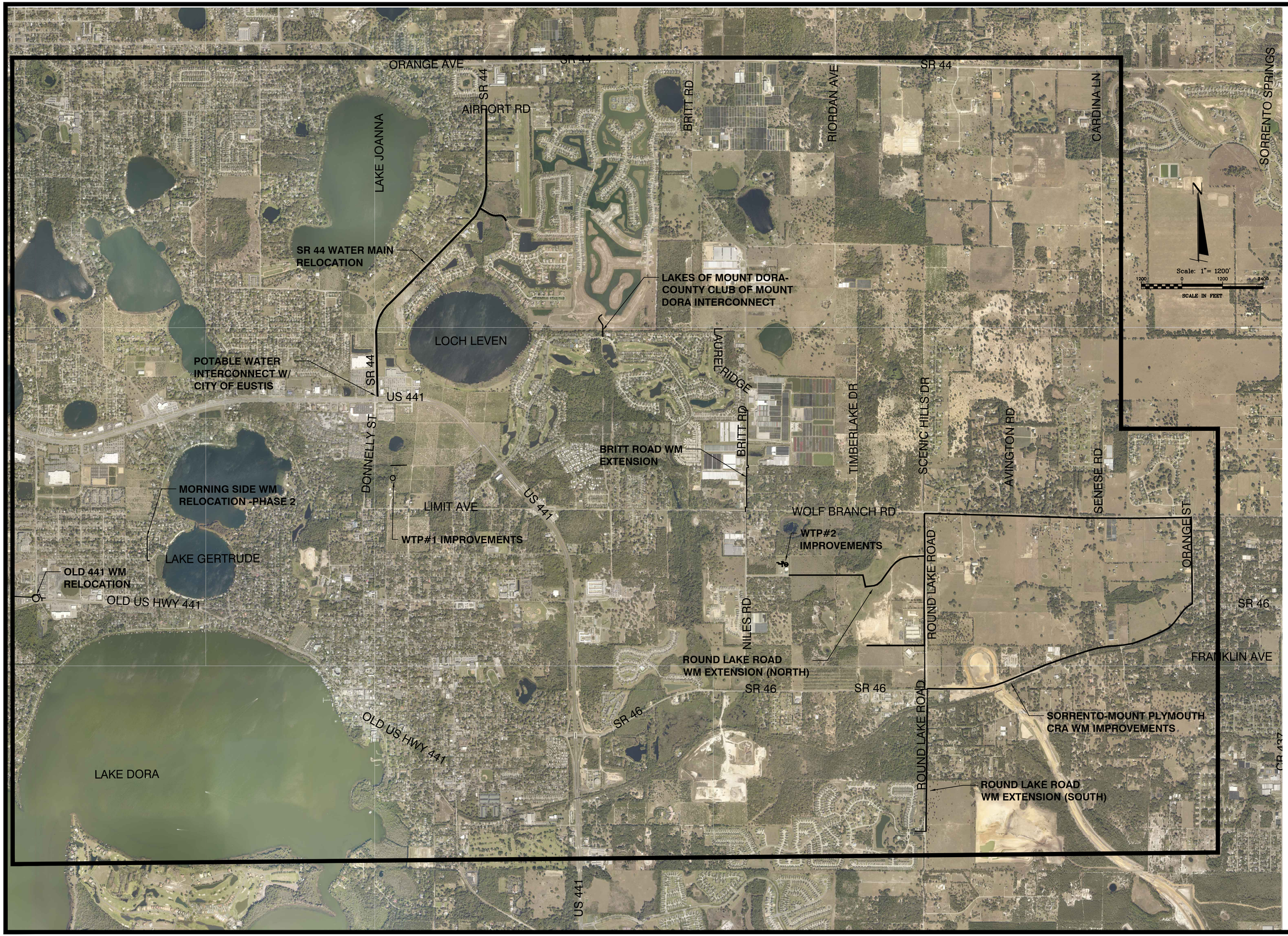
9.2 Recommendations

Capital Improvements are recommended to enable the City to continue to provide a reliable supply of potable water as demand accelerates due to future growth. A total of 14 capital improvements projects with an opinion of probable construction cost of $10 million are recommended to be undertaken over the next 10 years. Implementation of these projects will:

- Replace the existing high service pumps at Water Treatment Plant No. 1 to improve operational flexibility.
- Increase the Finished Water Storage Capacity at Water Treatment Plant No. 2 to provide additional storage in the event of a fire.
- Increase the capacity of Water Treatment Plant No. 2 to provide redundancy for Water Treatment Plant No. 1.
- Update the SCADA system to modern technology using an open-architecture.
- Relocate existing water mains on State Route 44, Morningside Drive, and Old US Route 441 to avoid conflicts with roadway construction.
- Loop water mains into the Lakes of Mount Dora and Country Club of Mount Dora to improve water quality and the reliability of the water supply.
- Interconnect the City's potable water system with the City of Eustis to provide redundancy in the event of a significant water treatment plant outage.

- Extend water mains down Wolf Branch Road and Round Lake Road to loop the water distribution system to serve the Wolf Branch Innovation District.

A map of the proposed improvements projects is shown in **Figure 9-1**.



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City of Mount Dora, Florida
MASTER PLAN

OVERALL WATER DISTRIBUTION SYSTEM IMPROVEMENT MAP

CITY OF MOUNT DORA

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FIGURE 9-1

Exhibit "B"
Wastewater and Reclaimed Master Plan

City of Mount Dora

Wastewater and Reclaimed Master Plan

CITY OF™
MOUNT
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October 2021

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Section 1: Introduction

1.1 Background

The City of Mount Dora's wastewater system serves nearly 15,000 equivalent residential units (ERUs) within the approximately 20 square mile service area. Raw wastewater is collected in 100 miles of gravity sewers, and pumped by 52 Lift Stations through 60 miles of force main to Wastewater Treatment Plant Nos. 1 and 2 (WWTP) where it is treated to public access reuse standards prior to distribution through nearly 40 miles of reclaimed water main to 1,700 customers for landscape irrigation.

With the on-going construction of the Wekiva Parkway increasing the accessibility of the area, the City of Mount Dora is anticipating substantial growth over the next twenty years. In partnership with Lake County, the City established a Joint Planning Area that includes the future Wolf Branch Innovation District. Encompassing over 800 acres, the Wolf Branch Innovation District is envisioned as an urban hub with residential housing, commercial establishments, office space, and high-end industrial development. With the City limits roughly 75 percent built-out, the Wolf Branch Innovation District is anticipated to be the primary growth area within the City's service area. A general location map showing the locations of the WTPs and the extent of the Wolf Branch Innovation District is presented in **Figure 1-1**.

1.2 Master Plan Objectives

This Wastewater and Reclaimed Water Master Plan was undertaken with the following objectives:

- Provide an overview of the City's existing wastewater treatment assets.
- Review the City's wastewater and reclaimed water service areas and areas targeted for expansion.
- Establish a wastewater level of service based upon historical wastewater demand data.
- Project the number of future connections and wastewater flows within the service area.
- Evaluate compliance with regulatory requirements related to wastewater treatment plant capacity and groundwater withdrawals for supplemental reclaimed water use.
- Develop recommendations for improvements to the wastewater treatment and collection systems to maintain compliance with existing and proposed future regulatory requirements and to accommodate new growth.
- Prepare conceptual opinions of probable construction cost for the recommended improvements.
- Prioritize recommended improvements into an implementation plan with triggers based upon growth in the number of new service connections.

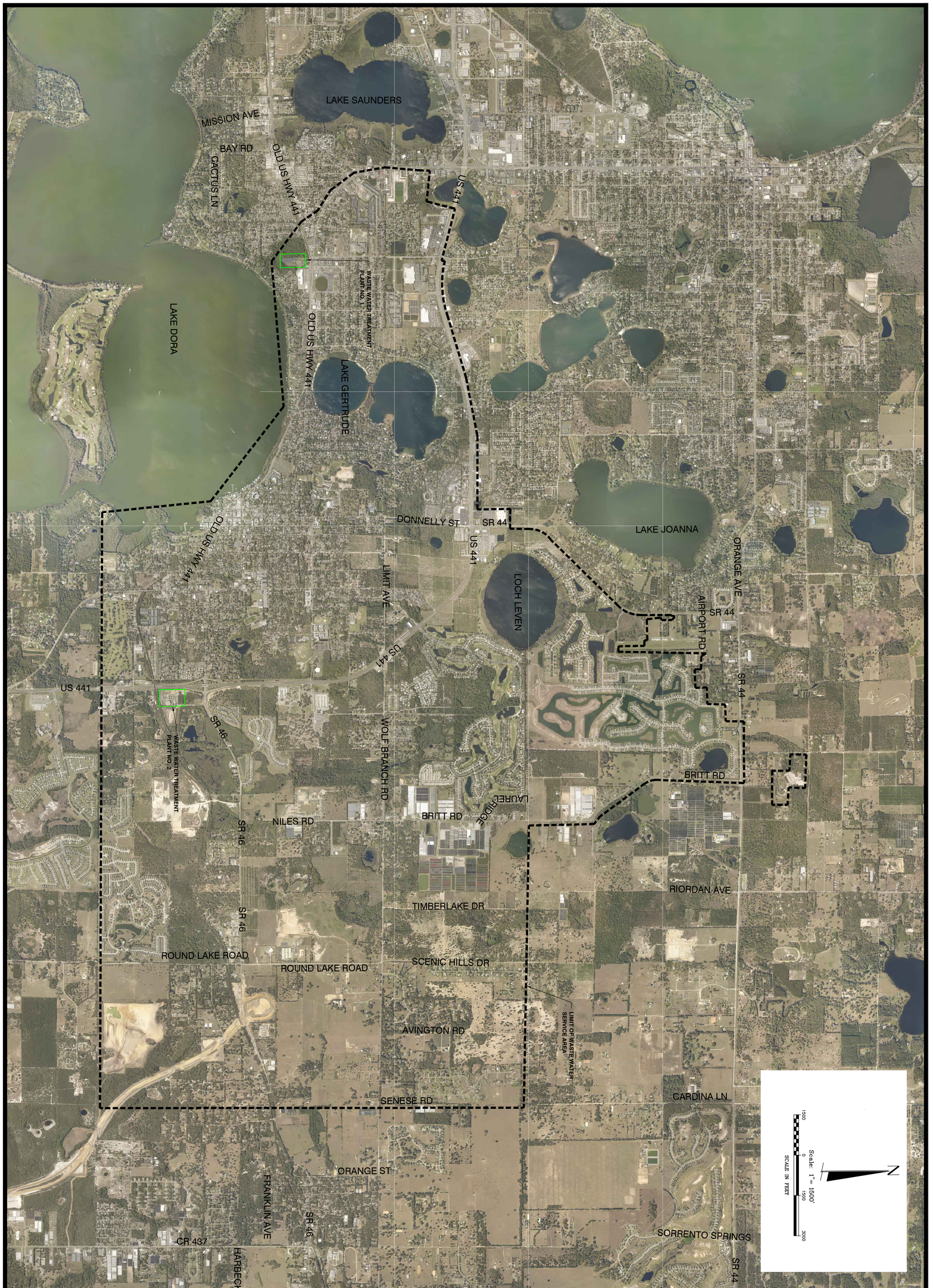

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FIGURE 1-1

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CITY OF MOUNT DORA

City of Mount Dora, Florida

MASTER PLAN

WASTEWATER SYSTEM & WASTEWATER TREATMENT PLANT LOCATION MAP

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The Wastewater and Reclaimed Water Master Plan was developed based upon information available through April 2021, including assumed growth rates and patterns. It is recommended that the master plan be updated at a minimum of every five years, or when the number of ERUs has grown by 12-percent or greater.

1.3 Data Collection

The recommendations in this Wastewater and Reclaimed Master Plan were developed based upon a review of data found within the City's Florida Department of Environmental Protection (FDEP) Permits, St. John's Water Management District (SJRWMD) Consumptive Use Permit, Wastewater Treatment Plant Discharge Monitoring Reports, historical utility billing data, and discussions with City staff. Additional sources of data utilized in projecting future growth within the City's service area include a "City Growth Projections" memorandum prepared by Renaissance Planning dated February 9, 2018, as well as a presentation titled "Wolf Branch Innovation District Implementation Plan" prepared by Levy Consulting, GAI Consultants, and Community Solutions Group dated June 19, 2019. Data presented in the City of Mount Dora State Road 46 Utility Master Plan prepared by Booth, Ern, Straughan & Hiott in September 2016 was also reviewed.

1.4 Content and Organization

This Wastewater and Reclaimed Water Master Plan presents the data and methods used to evaluate the City's wastewater treatment and collection systems, reclaimed water supplemental sources and distribution system, and recommendations for improvements to continue to maintain the same high level of service currently provided to the City's customers while accommodating future growth. The remainder of the Wastewater and Reclaimed Master Plan is organized as described below:

- **Section 2 – Existing Wastewater System:** Review of the wastewater system including service area, wastewater treatment plants, and collection system.
- **Section 3 – Wastewater Flow Projections:** Analysis of historical wastewater flow data in order to develop a level of service standard and preparation of future demand projections.
- **Section 4 – Regulatory Compliance:** Evaluation of compliance with all current FDEP and SJRWMD permit requirements.
- **Section 5 – Wastewater System Evaluation:** Evaluation of current wastewater system assets with their respect to meeting permit limitations at future projected flows and recommendations for improvements.
- **Section 6 – Supplemental Reclaimed Water Source Evaluation:** Evaluation of current supplemental reclaimed water sources with their respect to meet permit limitations at future projected flows, and the potential for expanding the capacity of existing sources or the feasibility of developing new sources.
- **Section 7 – Construction Cost Estimation Methodology:** Methodology for estimating capital costs of project implementation and estimated unit costs.

- **Section 8 – Mount Plymouth – Sorrento Community Redevelopment Area:** Evaluation of wastewater flows within the Mount Plymouth – Sorrento CRA, and an evaluation of the infrastructure to provide wastewater service.

- **Section 9 – Implementation Plan:** Recommended implementation plan based upon project prioritization and actual growth within the service area.

- **Section 10 – Summary and Recommendations:** Summary of the recommendations of the master plan.

Section 2: Existing Wastewater System

2.1 Wastewater Service Area

The City's wastewater service area includes both the area within the City limits, as well as portions of unincorporated Lake County contained within a joint planning area, including the Wolf Branch Innovation District. The approximate boundaries of the joint planning area include the area bounded by State Route 44, Britt Road, Senese Road, and the Orange County line. The limits of the City's current wastewater service area are presented in **Figure 2-1**.

While there is some opportunity for additional development to the west of US Route 441 due to infill within the City limits, future increases in wastewater flows will be concentrated to the east of US Route 441 due the vast expanses of undeveloped land, the construction of the Wekiva Parkway, and the planned Wolf Branch Innovation District. Access to wastewater service is this area is currently limited to development adjacent to US Route 441 and residential subdivisions constructed within the last 15 years.

The City has an additional proposed utility area that encompasses the area outside of the joint planning area east of Britt Road, south of State Route 44, and west of Sorrento Springs, as well as the area east of Senese Road that includes both Sorrento and Mount Plymouth. North of State Route 46, this area extends to County Road 437, south of State Route 46 this area extends to the Wekiva Parkway. The limits of the City's proposed utility area are presented in **Figure 2-2**. Although the potential exists for the City to serve this area in the future, it is not currently part of the Interlocal Service Boundary Area. Due to the uncertainty surrounding adding the Sorrento and Mount Plymouth areas to the City's wastewater and reclaimed water service areas, improvements required to provide service to the Mount Plymouth-Sorrento Community Redevelopment Area are presented separately.

2.2 Wastewater Treatment Plant No. 1

Wastewater Treatment Plant No. 1, located on Overhiser Lane, is the site of the original wastewater treatment plant serving the City. Currently permitted by the Florida Department of Environmental Protection (FDEP) at an annual average daily flow (AADF) of 1.5 MGD, the current treatment processes at WWTP No. 1 have been in service for nearly 40 years, and were not originally designed to meet modern reliability standards or to provide nutrient removal. Wastewater is treated to public access reuse standards at WWTP No. 1 prior to be being used for landscape irrigation in the City's service area. Rapid infiltration basins and a sprayfield are used for the disposal of effluent during periods of wet weather or when water quality parameters are not met. A site plan of Wastewater Treatment Plant No. 1 is shown in **Figure 2-3**. A summary of the existing unit processes at WWTP No. 1 is presented below.

FIGURE 2-1

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CITY OF MOUNT DORA

City of Mount Dora, Florida

MASTER PLAN

EXISTING WASTEWATER SERVICE AREA

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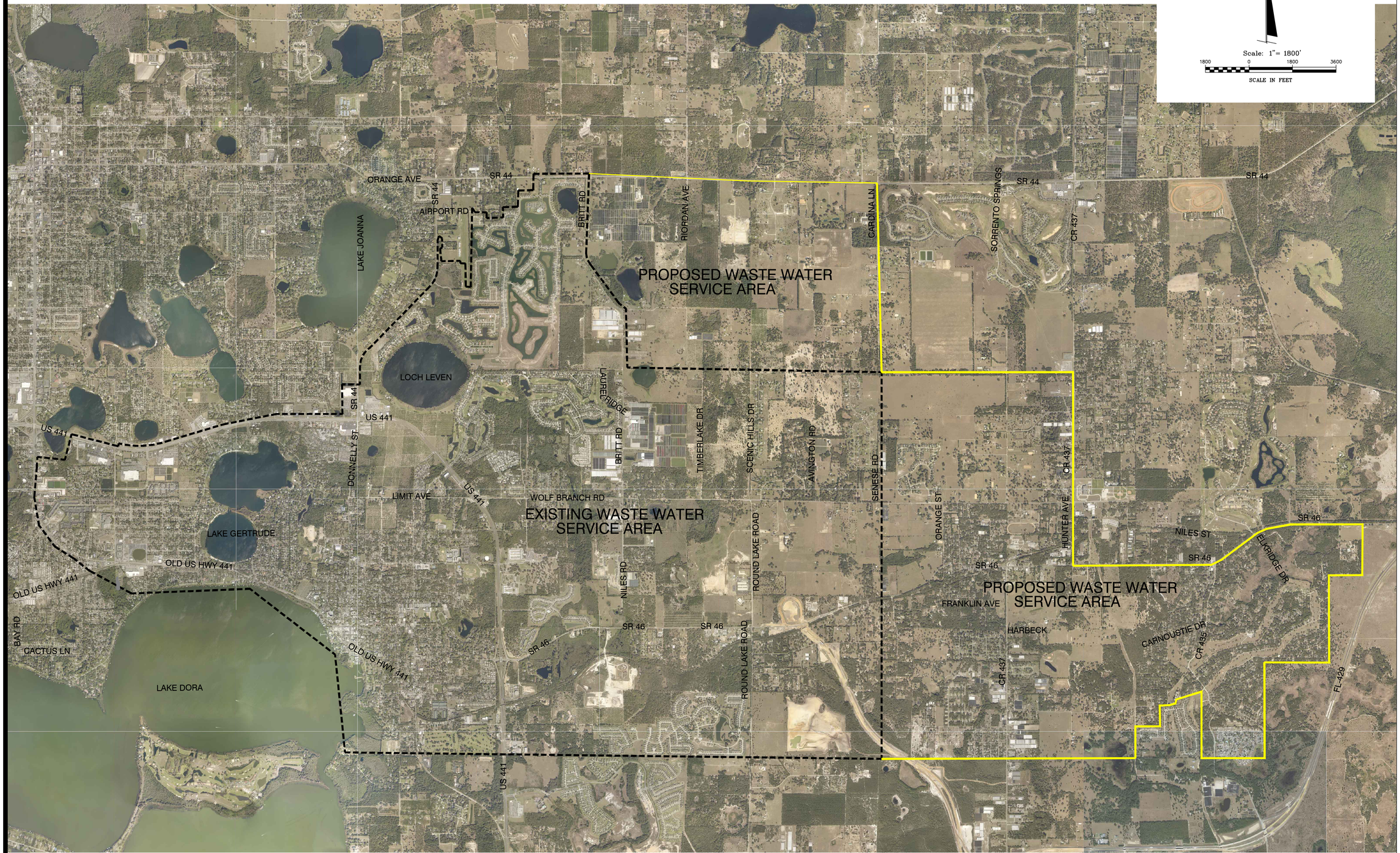

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City of Mount Dora, Florida
MASTER PLAN

PROPOSED WASTEWATER SERVICE AREA

CITY OF MOUNT DORA

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FIGURE 2-2

CR 19A

TAVARES ROAD

OLD US HIGHWAY 441

OVERHEISER LN

EXISTING OPERATIONS BUILDING

EXISTING PRELIMINARY TREATMENT STRUCTURE (NOT IN SERVICE)

EXISTING CHLORINE BUILDING

EXISTING CLARIFIER (NOT IN SERVICE)

EXISTING AEROBIC DIGESTER

EXISTING SLUDE HOLDING TANK

EXISTING CHLORINE CONTACT CHAMBERS

EXISTING BLOWERS

EXISTING WWTF LIFT STATION

EXISTING CHEMICAL STORAGE BUILDING

EXISTING FILTERS

EXISTING SLUDGE DRYING BEDS

EXISTING SECONDARY CLARIFIER NO. 1

EXISTING RETURN ACTIVATED SLUDGE PUMPS

EXISTING WASTE ACTIVATED SLUDGE PUMPS

EXISTING SECONDARY CLARIFIER NO.2

EXISTING GENERATOR

EXISTING OXIDATION DITCHES

EXISTING STORAGE POND

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City of Mount Dora, Florida

MASTER PLAN

EXISTING WASTEWATER TREATMENT PLANT NO. 1 - SITE PLAN

CITY OF MOUNT DORA

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FIGURE 2-3

2.2.1 Influent Screening

Raw wastewater enters WWTP No. 1 through a 16-inch force main along Overhiser Lane. The preliminary treatment structure consists of a single mechanical bar screen. Grit removal and odor control are not provided at the existing influent screening structure. A summary of the influent screening process at WWTP No. 1 is presented in **Table 2-1** below.

Table 2-1: Summary of Influent Screening at WWTP No. 1

Parameter	Design Criteria
Type of Screen	Mechanical Bar Screen
Number of Screens	1
Opening Size	6 mm
Capacity	1.4 MGD

2.2.2 Biological Treatment

Biological treatment of wastewater is provided in a single oxidation ditch. While the process does not have a dedicated anoxic zone, it is currently operated with one of the four brush aerator turned off to create anoxic conditions to promote nitrogen removal. A summary of the biological treatment process at WWTP No. 1 is presented in **Table 2-2**.

Table 2-2: Summary of Biological Treatment Process at WWTP No. 1

Parameter	Design Criteria
Number of Basins	1
Volume per Basin	1.5 Million Gallons
Side Water Depth	12 feet
Basin Configuration	Aerobic Only
Solids Retention Time	21 Days
Design MLSS Concentration	3,000 mg/L
Number of Aerators	4
Aerator Motor Horsepower	30 Hp

2.2.3 Secondary Clarification

Effluent from the oxidation ditch flows to a mixed liquor splitter box where it is split between two circular secondary clarifiers. The secondary clarifiers are peripheral feed units, where influent enters the clarifiers around the outer perimeter of the tank and effluent exits through the center. Activated sludge is pumped out of the bottom of the clarifiers and returned to the oxidation ditch or wasted to the sludge holding tanks. A summary of the secondary clarification process at WWTP No. 1 is presented in **Table 2-3**.

Table 2-3: Summary of Secondary Clarification Process at WWTP No. 1

Parameter	Design Criteria
Type of Clarifiers	Peripheral Feed
Number of Clarifiers	2
Diameter	50 feet
Side Water Depth	12 feet
Hydraulic Loading Rate	382 gpd/ft^2
Drive Motor Horsepower	0.5 Hp

2.2.4 Tertiary Filtration

Secondary effluent flows via gravity to one of two automatic backwash traveling bridge filters for solids removal. Filtered effluent flows via gravity to the chlorine contact basins for disinfection. Back wash waste and overflow flow to the in-plant pump station and are returned to the influent screening structure. A summary of the design criteria for the tertiary filters at WWTP No. 1 is presented in **Table 2-4**.

Table 2-4: Summary of Tertiary Filters at WWTP No. 1

Parameter	Design Criteria
Type of Filter	Traveling Bridge
Number of Filters	2
Type of Media	12” Silica Sand / 12” Anthracite
Design Average Influent Flow	1,225 gpm
Total Filter Area	720 ft^2

2.2.5 Disinfection

Filtered effluent flows to one of two chlorine contact basins where sodium hypochlorite is injected to provide disinfection. Transfer pumps located in a wetwell at the effluent end of the chlorine contact basins transfer effluent to the on-site reject pond or the off-site storage pond for use as reclaimed water. A summary of the disinfection process at WWTP No. 1 is presented in **Table 2-5**.

Table 2-5: Summary of Disinfection Process at WWTP No. 1

Parameter	Design Criteria
Number of Basins	2
Volume per Basin	33,151 gallons
Total Volume	66,302 gallons
Contact Time at ADF	32 minutes
Design Chlorine Residual	1.0 mg/L
Number of Transfer Pumps	3
Pump Station Capacity	5.47 MGD
Type of Pump	Vertical Turbine
Design Flow per Pump	1,900 gpm

2.2.6 Reclaimed Water Storage and Pumping

Reclaimed water produced at WWTP No. 1 is pumped approximately 7,000 feet to a series of lined reclaimed water storage ponds located adjacent to the City's Fire Station No. 35, off of County Road 19A just north of Progress Boulevard. A reclaimed water high service pump station on the pond site distributes reclaimed water into the City's distribution system for use in landscape irrigation. Four rapid infiltration basins surrounding the ponds provide for effluent disposal in the event of wet weather. A summary of the design criteria for the reclaimed water storage and pumping capacity at WWTP No. 1 is presented in **Table 2-6**.

Table 2-6: Summary of Reclaimed Water Storage and Pumping Capacity at WWTP No. 1

Parameter	Design Criteria
Number of Lined Ponds	3
Total Volume of Ponds	9.337 Million Gallons
Number of High Service Pumps	6
Number of Rapid Infiltration Basins	4
RIB Capacity	0.2 MGD AADF
Sprayfield Capacity	0.262 MGD AADF

2.2.7 Solids Handling

Waste activated sludge from the secondary clarifiers is pumped to two aerobic digesters where it is aerated to promote solids destruction. Decant from the digesters is returned to the head of the plant to thicken the remaining solids. Liquid sludge is hauled off-site and treated to Class B standards for land application by a third-party vendor. A summary of the design criteria for the solids handling system at WWTP No. 1 is presented in **Table 2-7**.

Table 2-7: Summary of Solids Handling System at WWTP No. 1

Parameter	Design Criteria
Type of Digesters	Aerobic
Number of Digesters	2
Total Digester Volume	278,450 gallons
Aeration Requirement	500 scfm
Sludge Production	10,500 gpd
Sludge Concentration	2% Solids

2.3 Wastewater Treatment Plant No. 2

Wastewater Treatment Plant No. 2, located on State Route 46, was constructed in 2005 to serve additional development east of US Route 441. Currently permitted by the Florida Department of Environmental Protection (FDEP) at an annual average daily flow (AADF) of 1.25 MGD, WWTP No. 2 was designed with a layout that anticipated future expansion to accommodate larger flows in the eastern portion of the service area.

WWTP No. 2 also treats wastewater to public access reuse standards for use in landscape irrigation throughout the City's service area. The City's sprayfield provides for disposal of effluent during wet weather and when water quality parameters are not met. A site plan of Wastewater Treatment Plant No. 2 is shown in **Figure 2-4**. A summary of the existing unit processes at WWTP No. 2 is presented below.

2.3.1 Influent Screening

Raw wastewater enters WWTP No. 2 through a 16-inch force main off of State Route 46. The preliminary treatment structure consists of a mechanical bar screen, as well as a redundant bypass channel with a manual bar rack. Grit removal is not provided at the existing influent screening structure; however, the channels are covered and odor controlled. A summary of the influent screening process at WWTP No. 2 is presented in **Table 2-8** below.

Table 2-8: Summary of Influent Screening at WWTP No. 2

Parameter	Design Criteria
Type of Screen	Mechanical Bar Screen
Number of Screens	1
Opening Size	6 mm
Capacity	7.2 MGD
Redundant Screen	Manual Bar Rack

2.3.2 Flow Equalization

Screened wastewater flows into an in-line flow equalization basin to smooth out peaks in the influent flow rate, benefitting the biological process. The flow equalization basin is aerated to provide mixing and reduce odors. Wastewater is pumped from the flow equalization basin into a header pipe where it mixes with return activated sludge (RAS) before entering the oxidation ditches. A summary of the flow equalization system at WWTP No. 2 is presented in **Table 2-9** below.

Table 2-9: Summary of Flow Equalization System at WWTP No. 2

Parameter	Design Criteria
Number of Tanks	1
Volume of Tank	349,000 gallons
Aeration	Coarse Bubble Diffusers
Equalization Pumping Capacity	1,400 gpm
Number of Pumps	3 (2 Duty / 1 Standby)
Design Flow per Pump	700 gpm

2.3.3 Biological Treatment

A modified Ludzack-Ettinger process is utilized to provide biological removal of nitrogen. The two process trains consist of anoxic basins followed by oxidation ditches. Internal recycle flow is controlled by manual gates in each oxidation ditch. A summary of the biological treatment process at WWTP No. 2 is presented in **Table 2-10**.

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City of Mount Dora, Florida
MASTER PLAN

EXISTING WASTEWATER TREATMENT PLANT NO. 2 - SITE PLAN

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FIGURE 2-4

Table 2-10: Summary of Biological Treatment Process at WWTP No. 2

Parameter	Design Criteria
Anoxic Zones	
Number of Basins	2
Volume per Basin	100,000 gallons
Side Water Depth	12 feet
Number of Mixers	2 (1 per Basin)
Mixer Motor Horsepower	5 Hp
Oxidation Ditches	
Number of Basins	2
Volume per Basin	320,000 gallons
Side Water Depth	12 feet
Solids Retention Time	16 days
Design MLSS Concentration	3,750 mg/L
Number of Aerators	2 (1 per Basin)
Aerator Motor Horsepower	60 hp

2.3.4 Secondary Clarification

Effluent from the oxidation ditch flows to a mixed liquor splitter box where it is split between two circular secondary clarifiers. The secondary clarifiers are standard center feed units, where effluent overflows v-notch weirs along the outer perimeter of the tank. Activated sludge is pumped out of the bottom of the clarifiers and returned to the oxidation ditch or wasted to the sludge holding tanks. A summary of the secondary clarification process at WWTP No. 2 is presented in **Table 2-11**.

Table 2-11: Summary of Secondary Clarification Process at WWTP No. 2

Parameter	Design Criteria
Type of Clarifiers	Circular Center Feed
Number of Clarifiers	2
Diameter	45 feet
Side Water Depth	12 feet
Hydraulic Loading Rate	418 gpd per ft^2
Drive Motor Horsepower	0.5 Hp

2.3.5 Tertiary Filtration

Secondary effluent flows via gravity to two different types of filters for solids removal. WWTP No. 2 was originally constructed with continuous upflow sand filters. A disk filter has since been constructed in parallel. Filtered effluent flows via gravity to the chlorine contact basins for disinfection. Back wash waste and overflow flow to the in-plant pump station and are returned to the influent screening structure. A summary of the design criteria for the tertiary filters at WWTP No. 2 is presented in **Table 2-12**.

Table 2-12: Summary of Tertiary Filters at WWTP No. 2

Parameter	Design Criteria
Type of Filter	Upflow Sand Filters
Number of Filters	4
Type of Media	Sand
Design Average Influent Flow	1.5 MGD
Total Filter Area	100 ft^2
Type of Filter	Disk Filter
Number of Filters	1
Type of Media	Cloth Media
Design Average Influent Flow	1.5 MGD
Total Filter Area	270 ft^2

2.3.6 Disinfection

Filtered effluent flows to a splitter box ahead of two chlorine contact basins where sodium hypochlorite is injected to provide disinfection. Transfer pumps located in a wetwell at the effluent end of the chlorine contact basins transfer effluent to the on-site reclaimed water or reject storage tank. A summary of the disinfection process at WWTP No. 2 is presented in **Table 2-13**.

Table 2-13: Summary of Disinfection Process at WWTP No. 2

Parameter	Design Criteria
Number of Basins	2
Volume per Basin	26,800 gallons
Total Volume	53,600 gallons
Contact Time at ADF	60 minutes
Design Chlorine Residual	1.0 mg/L
Number of Transfer Pumps	3
Pump Station Capacity	4.75 MGD
Type of Pump	Submersible
Design Flow per Pump	1,650 gpm

2.3.7 Reclaimed Water Storage and Pumping

Reclaimed water produced at WWTP No. 2 is pumped into an on-site reclaimed water ground storage tank. A reclaimed water high service pump station distributes reclaimed water into the City's distribution system for use in landscape irrigation. A summary of the design criteria for the reclaimed water storage and pumping capacity at WWTP No. 1 is presented in **Table 2-14**.

Table 2-14: Summary of Reclaimed Water Storage and Pumping Capacity at WWTP No. 2

Parameter	Design Criteria
Number of Storage Tanks	1
Total Volume of Tank	6.25 Million Gallons
Number of High Service Pumps	4
Type of Pump	Horizontal Split Case
Design Flow per Pump 1 & 2	750 gpm
Design Flow per Pump 3 & 4	1,000 gpm

2.3.8 Solids Handling

Waste activated sludge from the secondary clarifiers is pumped to a single aerobic digester where it is aerated to promote solids destruction. Decant from the digesters is returned to the head of the plant to thicken the remaining solids. Liquid sludge is hauled off-site and treated to Class B standards for land application by a third-party vendor. A summary of the design criteria for the solids handling system at WWTP No. 2 is presented in **Table 2-15**.

Table 2-15: Summary of Solids Handling System at WWTP No. 2

Parameter	Design Criteria
Type of Digesters	Aerobic
Number of Digesters	1
Total Digester Volume	296,000 gallons
Aeration Requirement	1,250 scfm

2.4 Wastewater Collection System

Wastewater generated in the City's service area is collected through a network of over 100 miles of gravity sewers prior to being pumped to the two wastewater treatment plants through over 60 miles of wastewater force main by 52 lift station. The collection system is composed of cast iron, ductile iron, PVC, and vitrified clay piping, and includes hundreds of manholes and valves.

Recent wastewater force main main extensions have included the construction of 8" and 16" wastewater force mains along State Route 46 from Sebastian Street to Round Lake Road as part of a project intended to provide wastewater service to the future Wolf Branch Innovation District. Construction of Lift Station No. 53 on Round Lake Road is on-going to allow the two force mains to be placed into service.

Other wastewater force main projects on-going or recently completed include the relocation of the 12" water main on US Route 441 due to conflicts with the Florida Department of Transportation's road widening plans, and construction of gravity sewers and force mains within residential subdivisions.

2.5 Reclaimed Water Distribution System

Reclaimed water is distributed to the City's customers through a network of over 130 miles of reclaimed water mains ranging in size from 2-inches to 16-inches. The distribution system is composed primarily of PVC piping. A summary of the major users of reclaimed water is presented in **Table 2-15**.

Table 2-15: Summary of Major Users of Reclaimed Water

User	Current ERUs	Build-Out ERUs
Waterman Village		
Stoneybrook Hills	615	999
Lancaster at Loch Leven	261	261
Lakes of Mount Dora	732	950
Summerbrooke	198	510
Sullivan Ranch	680	680

Recent reclaimed water main extensions have included the construction of a 12" reclaimed water main along State Route 46 from Sebastian Street to Round Lake Road to provide one of the main reclaimed water feeds to the future Wolf Branch Innovation District.

Other reclaimed water main projects on-going or recently completed include the relocation of the 16" reclaimed water main on US Route 441 due to conflicts with the Florida Department of Transportation's road widening plans, and extensions of reclaimed water mains within residential subdivisions.

Section 3: Wastewater Flow Projections

3.1 Level of Service Standard

The City of Mount Dora's Land Development Code Section 7.8 states that the average daily wastewater flow should be calculated at a minimum rate of 300 gallons per day per ERU for domestic uses. Wastewater flow rates from commercial, industrial, institutional, or other special development areas should be based on a minimum of 2,000 gallons per acre per day.

A previous evaluation of wastewater flow within the City's service area was completed by Boyle Engineering Corporation in a 2007 report titled "Planning Study for Water, Wastewater, and Reclaimed Water Facilities in the Eastern Service Area and SW Portion of Mt. Plymouth-Sorrento Study Area." This study found that the average daily wastewater flow within the City's service area was 88.5 gpd per capita, with an average of 2.34 persons per single family residence, for an average daily flow of 208 gpd per ERU.

While the level of service determined in the 2007 study was significantly lower than that required by the City's land development code, it is more typical of a large service area that includes a mix of residential and non-residential uses. In order to more accurately establish a level of service for new development within the service area recent historical data from billing records was analyzed.

3.2 Historical Wastewater Flow

Historical wastewater flow data from 2017 to 2019 was reviewed in an effort to determine current wastewater flow in the City's service area as well as to establish a baseline for future growth. Monthly average daily flow was determined for each calendar month, and for the overall three-year period based upon billing data and WWTP Discharge Monitoring Reports. Overall wastewater flow within the service area is relatively consistent throughout the year, peaking in the winter months. A summary of the monthly average daily demands and maximum daily demands is presented in **Table 3-1.**

Table 3-1: Summary of 2017 to 2019 Wastewater Flows

Month	WWTP No. 1 (MGD)	WWTP No. 2 (MGD)	Total Service Area (MGD)
January	0.698	0.576	1.275
February	0.697	0.571	1.267
March	0.671	0.558	1.229
April	0.665	0.535	1.200
May	0.653	0.556	1.210
June	0.694	0.546	1.239
July	0.682	0.607	1.289

Month	WWTP No. 1 (MGD)	WWTP No. 2 (MGD)	Total Service Area (MGD)
August	0.739	0.638	1.378
September	0.780	0.684	1.464
October	0.760	0.612	1.342
November	0.689	0.597	1.285
December	0.711	0.638	1.349
Three Year	**0.701**	**0.593**	**1.294**

Billing data for 2019 was used to calculate the annual average daily wastewater flow per equivalent residential unit (ERU) in the service area. One equivalent residential unit is equal to the wastewater flow of a single-family residence. As wastewater flows associated with multi-family residential, office, retail commercial, industrial, and other types of usage differ from that of a single-family residence, viewing these uses in terms of ERUs allows for comparing wastewater flows across multiple types of development. Annual average daily wastewater flow across the service area has been 126 gpd per ERU for the past three years, with a maximum month average daily wastewater flow of 165 gpd per ERU. A summary of the historical flow analysis and future values assumed for planning purposes are presented in **Table 3-2**.

Table 3-2: Summary of Historical Wastewater Flows

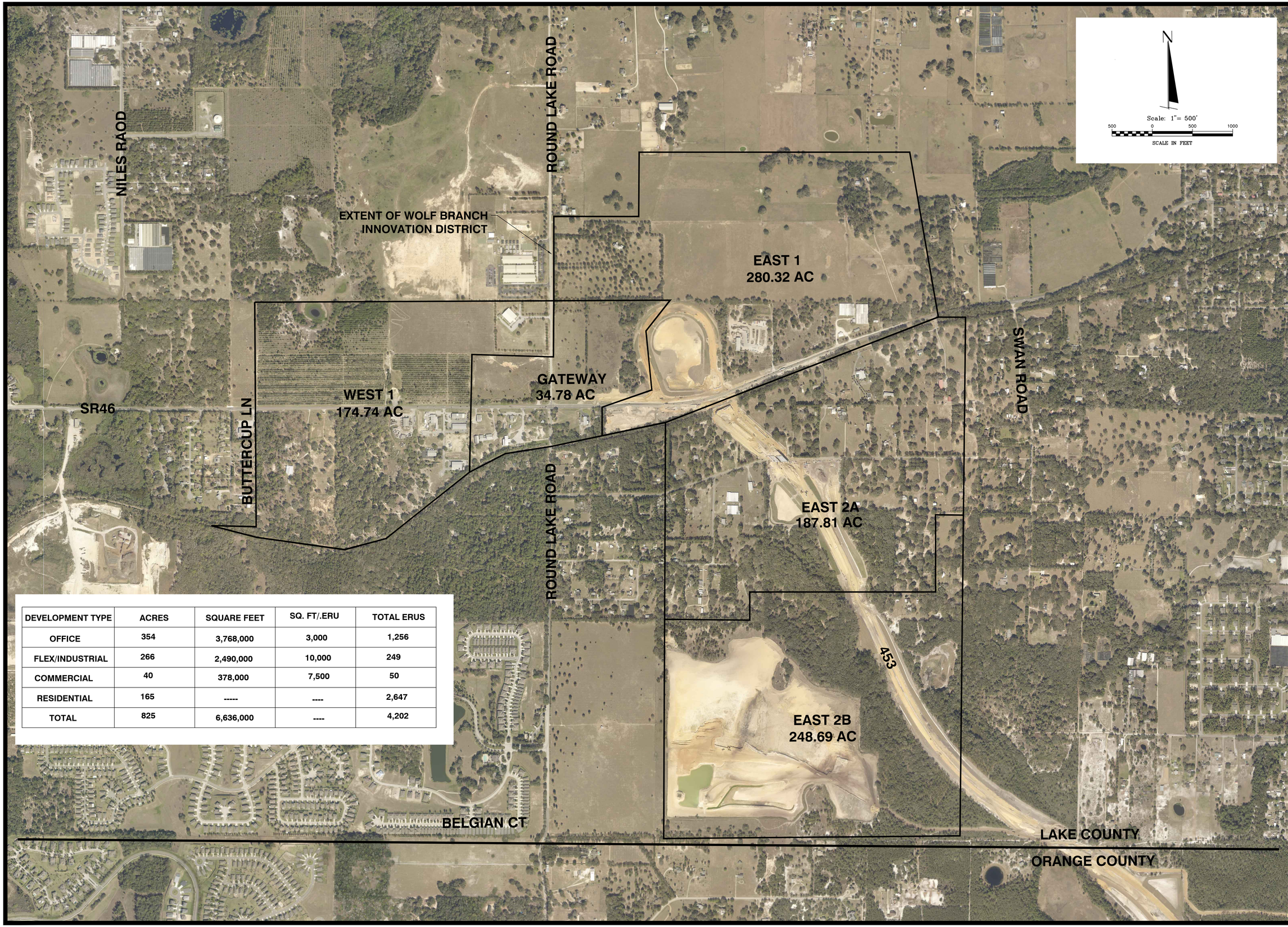
Criteria	Value
Annual Average Daily Wastewater Flow (gpd/ERU)	126
Maximum Month Average Daily Wastewater Flow (gpd/ERU)	165
Maximum Day Wastewater Flow (gpd/ERU)	178
Maximum Month Average Day Flow Peaking Factor	1.31
Maximum Day Peaking Factor	1.41
Peak Hour Flow Peaking Factor	3.0

3.3 Development Projections

Development projections were prepared separately for areas within the Wolf Branch Innovation District, within the Mount Dora City limits, and for the remaining area within the Joint Planning Area with Lake County. Future land use information was obtained from documentation prepared by others, while development densities were estimated based on the City's land development code. Conservation and recreation land uses that are associated with little to no wastewater flow are not listed in the following projections. Additionally, development projections for the Mount Plymouth – Sorrento Community Redevelopment Area are included separately as the CRA is not currently within the City's service area.

3.3.1 Wolf Branch Innovation District

Development within the Wolf Branch Innovation District is anticipated to include over 6 million square feet of office, retail commercial, and industrial space, along with over 2,600 residences nestled with its 825 acres. The boundaries of the Wolf Branch Innovation District and the anticipated future land uses are presented in **Figure 3-1**.



DEVELOPMENT TYPE	ACRES	SQUARE FEET	SQ. FT/.ERU	TOTAL ERUS
OFFICE	354	3,768,000	3,000	1,256
FLEX/INDUSTRIAL	266	2,490,000	10,000	249
COMMERCIAL	40	378,000	7,500	50
RESIDENTIAL	165	-----	----	2,647
TOTAL	825	6,636,000	----	4,202

DATE	REVISION
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City of Mount Dora, Florida
MASTER PLAN

WBID FUTURE LAND USE

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	03-09-2021
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 3-1

While only 20 percent of the land within the Wolf Branch Innovation District is slated for residential development, it represents over 60 percent of the future wastewater connections. Nearly 4 million square feet of office space are anticipated to add significantly to future wastewater flow, with minimal additional flow associated with industrial and commercial development. A summary of the future land use and projected development within the Wolf Branch Innovation District is presented in **Table 3-3**.

Table 3-3: Summary of Development Projections for the Wolf Branch Innovation District

Development Type	Acres	Square Feet	Sq. Ft./ERU	Total ERUs
Office	354	3,768,000	3,000	1,256
Flex/Industrial	266	2,490,000	10,000	249
Commercial	40	378,000	7,500	50
Residential	165	---	---	2,647
Total	**825**	**6,636,000**	**---**	**4,202**

3.3.2 Mount Dora City Limits

While the City of Mount Dora is estimated to be 75 percent built out, opportunities for infill within the existing service area remain. Unlike the Wolf Branch Innovation District and the Joint Planning Area, future growth in the City limits will not occur in one concentrated area, but will be spread out within both existing and future residential subdivisions as well as along the main commercial corridors.

In contrast to the Wolf Branch Innovation District, over 90 percent of the vacant developable land within the City of Mount Dora is anticipated to have a future land use that includes residential development of varying density. A summary of the future land use and projected development within the Mount Dora city limits is presented in **Table 3-4**.

Table 3-4: Summary of Development Projections within the Mount Dora City Limits

Development Type	Acres	ERUs/Acre	Total ERUs
Office	33	3.5	116
Industrial	10	1.0	10
Commercial	121	1.5	82
Mixed Use	12	2.0	24
Residential/Office	6	3.5	21
High Density Residential	100	8.0	800
Medium Density Residential	332	4.0	1,328
Low/Medium Density Residential	256	3.0	768
Low Density Residential	887	2.0	1,774
Total	**1,757**	**---**	**4,923**

3.3.3 Joint Planning Area

The Joint Planning Area includes a sizable area that is both outside the City limits and the Wolf Branch Innovation District. Lake County's future land use designations for the Joint Planning Area differ from those of the City of Mount Dora. Residential land uses are divided into three main categories and also include rural transition areas. Each land use designation includes a maximum number of units per acres, as well as a minimum for urban high-density areas. Planning level densities for high, medium, and low-density residential development for the Joint Planning Area were assumed to be consistent with the same land use designation inside the City limits. Inside the rural transition zone densities can vary from one unit per five acres to one unit per acre. One unit per two acres was assumed to be an average value for planning purposes. A summary of residential density restrictions within the Joint Planning Area is presented in **Table 3-5**.

Table 3-5: Summary of Residential Density Restrictions in the Joint Planning Area

Development Type	Minimum ERUs/Acre	Maximum ERUs/Acre	Planning ERUs/Acre
Rural Transition	None	0.2 to 1	0.5
Urban High Density	4	12	8
Urban Medium Density	None	7	4
Urban Low Density	None	4	2

Future land uses in the Joint Planning Area are heavily residential, with a larger proportion planned for office use than within the City limits. Limited commercial land use and no industrial land use is designated. While double the acreage of the Wolf Branch Innovation District, the Joint Planning Area will be home to a smaller number of ERUs based on the designated land use. A summary of the future land use and projected development within the Mount Dora city limits is presented in **Table 3-6**.

Table 3-6: Summary of Development Projections within the Joint Planning Area

Development Type	Acres	ERUs/Acre	Total ERUs
Office	356	3.5	1,246
Commercial	47	1.5	71
Rural Transition	540	0.5	270
Urban High Density	93	8.0	744
Urban Medium Density	72	4.0	288
Urban Low Density	569	2.0	1,138
Total	**1,677**	**---**	**3,757**

3.3.4 Future Service Area Total

The City of Mount Dora currently provides wastewater service to over 14,000 ERUs. Based on future land uses within the City's service area there are approximately 13,000 ERUs that the City could expect to serve in the future. While these ERUs are nearly evenly divided between the Wolf Branch Innovation District, the City limits, and the Joint Planning Area, nearly 10,000 future ERUs are associated with residential development.

Office land uses account for nearly all of the remaining development, with minimal contributions from commercial and industrial land uses. A summary of the future land use and projected development within the City's service area is presented in **Table 3-7**.

Table 3-7: Summary of Development Projections for the City's Service Area

Development Type	Acres	Total ERUs
Office	743	2,618
Industrial	276	259
Commercial	208	303
High Density Residential	258	4,191
Medium Density Residential	404	1,616
Low/Medium Density Residential	256	768
Low Density Residential	1,456	2,912
Other	558	315
Total	**4,159**	**12,982**

3.4 Wastewater Flow Projections

Wastewater flow projections were prepared separately for areas within the Wolf Branch Innovation District, within the Mount Dora City limits, and for the remaining area within the Joint Planning Area with Lake County using the development projections presented previously. Annual average daily flow is presented for each development type in the following sections.

Additionally, wastewater flow projections for the Mount Plymouth – Sorrento Community Redevelopment Area are again included separately as the CRA is not currently with the City's service area.

3.4.1 Wolf Branch Innovation District

Future wastewater flows within the Wolf Branch Innovation District are projected to reach nearly 0.53 MGD on an annual average daily flow basis. Demand is primarily driven by residential wastewater flows. While this area is already home to a scattering of single-family homes that will likely be redeveloped, with municipal wastewater service in the area, they are currently served by septic and will not offset the additional flows being added to the service area.

Office use is a second large contributor to future demand. While the commercial and flex/industrial land uses are not projected to contribute heavily to the future wastewater flows, industrial use encompasses a wide variety of potential future uses. The projections presented here assume wastewater flows associated with domestic use by employees of the industrial development only. No allowance has been made for the potential of additional flow associated with process water for manufacturing or other industrial uses. A summary of the future projected wastewater flows within the Wolf Branch Innovation District is presented in **Table 3-8**.

Table 3-8: Summary of Wastewater Flow Projections for the Wolf Branch Innovation District

Development Type	ERUs	Annual Average Daily Flow (gpd)
Office	1,256	158,256
Flex/Industrial	249	31,374
Commercial	50	6,300
Residential	2,647	333,522
Total	**4,202**	**529,452**

3.4.2 Mount Dora City Limits

Future wastewater flow within the Mount Dora City limits is projected to reach 0.62 MGD on an annual average daily demand basis. Wastewater production is primarily driven by residential wastewater flow, with minimal contributions from commercial and office uses. A summary of the future projected wastewater flows within the Mount Dora city limits is presented in **Table 3-9**.

Table 3-9: Summary of Wastewater Flow Projections within the Mount Dora City Limits

Development Type	ERUs	Annual Average Daily Flow (gpd)
Office	116	14,616
Industrial	10	1,260
Commercial	82	10,332
Mixed Use	24	3,024
Residential/Office	21	2,646
High Density Residential	800	100,800
Medium Density Residential	1,328	167,328
Low/Medium Density Residential	768	96,768
Low Density Residential	1,774	223,524
Total	**4,923**	**620,298**

3.4.3 Joint Planning Area

Future wastewater flow within the Joint Planning Area is projected to reach 0.47 MGD on an annual average daily flow basis. Demand is primarily driven by residential wastewater flows, with an additional significant contribution from office use. A summary of the future projected wastewater flows within the Joint Planning Area is presented in **Table 3-10**.

Table 3-10: Summary of Wastewater Flow Projections within the Joint Planning Area

Development Type	ERUs	Annual Average Daily Flow (gpd)
Office	1,246	156,996
Commercial	71	8,946
Rural Transition	270	34,020
Urban High Density	744	93,744
Urban Medium Density	288	36,288
Urban Low Density	1,138	143,388
Total	**3,757**	**473,382**

3.4.4 Future Service Area Total

Currently annual average daily wastewater flow within the City's service area is approximately 1.30 MGD. At build-out, future wastewater flow is anticipated to more than double. Expansion of residential development within the service area is responsible for nearly 1.2 MGD of additional demand alone. A summary of the future projected wastewater flows within the City's service area are presented in **Table 3-11**.

Table 3-11: Summary of Wastewater Flow Projections for the City's Service Area

Development Type	ERUs	Annual Average Daily Flow (gpd)
Office	2,618	329,868
Industrial	259	32,634
Commercial	303	38,178
High Density Residential	4,191	528,066
Medium Density Residential	1,616	203,616
Low/Medium Density Residential	768	96,768
Low Density Residential	2,912	366,912
Other	315	39,690
Total	**12,982**	**1,635,732**

3.4.5 Current and Future Wastewater Flow

At the completion of the build-out of the Wolf Branch Innovation District, the Joint Planning Area, and the City limits, it is estimated that there will be nearly 23,200 ERUs within the City's service area. Wastewater flows will reach 2.92 MGD on an annual average daily flow basis. A summary of the overall projected water demands within the City's service area is presented in **Table 3-12**.

Table 3-12: Summary of Overall Wastewater Flows within the City's Service Area

Development Type	ERUs	Annual Average Daily Flow (gpd)
Existing Development	10,316	1,294,000
Wolf Branch Innovation District	4,202	529,452
Mount Dora City Limits	4,923	620,298
Joint Planning Area	3,757	473,382
Total	**23,198**	**2,917,132**

3.4.6 Wastewater Flow Growth Projections

Over the period between 2015 and 2020, growth in the City's service area averaged 1.7 percent per year. With the completion of the Wekiva Parkway, and in anticipation of the Wolf Branch Innovation District beginning to develop, the anticipated future growth rate was doubled to a conservative 3.4 percent for planning purposes. A summary of the 20-year wastewater flow growth projections is presented in **Table 3-13**.

Table 3-13: Wastewater Flow Growth Projections

Year	Assumed Growth Rate	Projected Wastewater Flow (gpd)
2020	3.4%	1,337,996
2021	3.4%	1,383,488
2022	3.4%	1,430,526
2023	3.4%	1,479,164
2024	3.4%	1,529,456
2025	3.4%	1,581,457
2026	3.4%	1,635,227
2027	3.4%	1,690,825
2028	3.4%	1,748,313
2029	3.4%	1,807,755
2030	3.4%	1,869,219
2031	3.4%	1,932,773
2032	3.4%	1,998,487
2033	3.4%	2,066,435
2034	3.4%	2,136,694
2035	3.4%	2,209,342
2036	3.4%	2,284,459
2037	3.4%	2,362,131
2038	3.4%	2,442,443
2039	3.4%	2,525,487
2040	3.4%	2,611,353

3.4.7 Reclaimed Water Demand Growth Projections

Reclaimed water demand projections for the City's service area were prepared as part of the ten-year review of the consumptive use permit. Increases in reclaimed water demand are expected to significantly outpace growth in wastewater flow rates, reaching

nearly 4.8 MGD in 2040. While reclaimed water demand has outpaced supply the last several years, the deficit is projected to ultimately reach nearly 3.0 MGD in 2040. A summary of the 20-year reclaimed water demand growth projections is presented in **Table 3-14**.

Table 3-14: Reclaimed Water Demand Growth Projections

Year	Reclaimed Water Demand (MGD)	Reclaimed Water Deficit (MGD)
2020	2.091	0.783
2021	2.224	0.892
2022	2.358	1.001
2023	2.492	1.111
2024	2.625	1.220
2025	2.759	1.330
2026	2.892	1.439
2027	3.026	1.548
2028	3.159	1.658
2029	3.293	1.767
2030	3.426	1.877
2031	3.560	1.986
2032	3.694	2.095
2033	3.827	2.205
2034	3.961	2.314
2035	4.094	2.424
2036	4.228	2.533
2037	4.361	2.643
2038	4.495	2.752
2039	4.628	2.861
2040	4.762	2.971

Section 4: Regulatory Compliance

4.1 SJRWMD Consumptive Use Permit

Raw groundwater withdrawals for the production of potable water and for use as supplemental reclaimed water are regulated by the St. John's River Water Management District (SJRWMD) through the issuance of a Consumptive Use Permit (CUP). The City of Mount Dora was issued CUP Number 50147-9 on June 3, 2015, with an expiration date of August 9, 2031.

4.1.1 Groundwater Withdrawals

While the limits in the CUP primarily pertain to ground water use for potable water production, two wells located at WWTP No. 2 are permitted strictly for supplemental reclaimed water production. Total allowable ground water withdrawals allocated for reclaimed water decrease from 240.9 million gallons per year in 2021 to 75.0 million gallons per year in 2022, where they remain until the expiration of the permit in 2031. With reclaimed water demand already exceeding the available supply, the significant reduction in the available supplemental reclaimed water capacity will require the investigation of additional reclaimed water sources. A summary of the historical CUP limitations and supplemental reclaimed water use is presented in **Table 4-1**.

Table 4-1: Summary of SJRWMD CUP Groundwater Withdrawals and Limits

Year	Annual Withdrawal Limit (MGY)	Daily Average Withdrawal Limit (MGD)	Actual Annual Withdrawal (MGD)	Actual Daily Average Withdrawal (MGD)
2012	365.0	1.00	191.5	0.525
2013	365.0	1.00	153.8	0.422
2014	365.0	1.00	88.8	0.244
2015	365.0	1.00	131.1	0.359
2016	365.0	1.00	216.7	0.594
2017	240.9	0.66	163.2	0.447
2018	240.9	0.66	147.0	0.403
2019	240.9	0.66	199.9	0.548
2020	240.9	0.66	186.4	0.509

4.1.2 Groundwater Withdrawal Allocation

The supplemental reclaimed water wells at WWTP No. 2 have been relied on heavily to meet reclaimed water demands in the City's service area for nearly a decade. While the CUP allocation for supplemental reclaimed water production is scheduled to be significantly reduced in 2022, the permit allows for a request to increase the allocation by submitting documentation that the water is needed, and that the Thrill Hill Reservoir and Lincoln Avenue Stormwater Capture Reservoir alternative water supply projects are not technically, environmentally or economically feasible. After the issuance of the CUP, the Lincoln Avenue Stormwater Capture Reservoir was found by the St. John's River Water Management District to be not feasible due to wetland impacts and is no longer being pursued.

The 10-year review of the Consumptive Use Permit identified a need to increase the ground water withdrawal allocation for supplemental reclaimed water production to 720 million gallons annually (1.971 mgd). In exchange, the ground water withdrawals for the production of potable water would be reduced to 1,533 million gallons annually (4.2 mgd). An increase in the groundwater allocation for supplemental reclaimed water production to 720 million gallons annually should be requested from the SJRWMD in 2021, prior to the next scheduled reduction in allocation.

4.2 FDEP Wastewater Treatment Plant Permits

The Florida Department of Environmental Protection is responsible for issuing permits related to the the operation of wastewater treatment facilities. An operating permit is required for each wastewater treatment plant, with renewal required at five-year intervals, with the option to request a ten-year renewal period if the facility meets certain parameters.

4.2.1 Wastewater Treatment Plant No. 1

WWTP No. 1 is currently operating under FDEP Permit Number FLA010508-014, a ten-year permit with an expiration date of July 15, 2023 with a permitted capacity of 1.50 MGD. Operating data from the period from 2018 to 2020 shows that the maximum monthly average daily flow at the WWTP was 0.908 MGD, roughly 60 percent of the permitted annual average daily flow in compliance with FDEP permit limits.

Effluent from WWTP No. 1 is primarily used for as reclaimed water in landscape irrigation, however disposal of effluent is also permitted in rapid infiltration basins and at the City's 39-acre spray field. A review of operating data for WWTP No. 1 from the period from 2018 to 2020 shows no permit violations. A summary of the FDEP permit limits for WWTP No. 1 is presented in **Table 4-2.**

Table 4-2: Summary of Permitted WWTP No. 1 Discharge Limits

Parameter	Public Access Reuse	Rapid Infiltration Basins	Spray Field
Flow	1.365 MGD	0.200 MGD	0.262 MGD
BOD_5	20 mg/L	20 mg/L	20 mg/L
Total Suspended Solids	5 mg/L	20 mg/L	5 mg/L
Fecal Coliform	75% Non-Detect	200 cfu/100mL	75% Non-Detect
Nitrate	No Limit	12 mg/L	No Limit
Total Nitrogen	10 mg/L	10 mg/L	10 mg/L
Total Residual Chlorine	1.0 mg/L Min.	0.5 mg/L Min.	1.0 mg/L Min.
pH	6.0 to 8.5	6.0 to 8.5	6.0 to 8.5

4.2.2 Wastewater Treatment Plant No. 2

WWTP No. 2 is currently operating under FDEP Permit Number FLA268542, a ten-year permit with an expiration date of December 22, 2026 with a permitted capacity of 1.25 MGD. Operating data from the period from 2018 to 2020 shows that the maximum monthly average daily flow at the WWTP was 0.788 MGD, roughly 63 percent of the permitted annual average daily flow in compliance with FDEP permit limits.

Effluent from WWTP No. 2 is primarily used for as reclaimed water in landscape irrigation, however disposal of effluent is also permitted in the City's 39-acre spray field. A review of operating data for WWTP No. 2 from the period from 2018 to 2020 shows no permit violations. A summary of the FDEP permit limits for WWTP No. 2 is presented in **Table 4-3.**

Table 4-3: Summary of Permitted WWTP No. 2 Discharge Limits

Parameter	Public Access Reuse
Flow	1.25 MGD
BOD_5	20 mg/L
Total Suspended Solids	5 mg/L
Fecal Coliform	75% Non-Detect
Total Nitrogen	10 mg/L
Total Residual Chlorine	1.0 mg/L Min.
pH	6.0 to 8.5

Section 5: Wastewater System Evaluation

5.1 Wastewater Service Area

Growth within the City's current wastewater service area will be focused within the Wolf Branch Innovation District and other undeveloped areas primarily located east of US Route 441. The projected annual average daily wastewater flow for the existing service area is 2.92 MGD, which exceeds the combined FDEP permitted capacity of Wastewater Treatment Plants No. 1 and 2 of 2.75 MGD. Changes in land use, development densities, and water use trends are likely to change wastewater production in the future.

Potential expansion of the service area into the Mount Plymouth-Sorrento CRA, and into the area south of State Route 44 and east of Britt Road would further concentrate growth east of the current City limits, while also increasing projected wastewater flows beyond the currently permitted FDEP permit limits. Expansion of the City's service area to encompass the Mount Plymouth-Sorrento CRA area is further discussed in Section 8.

5.2 Wastewater Treatment Plant No. 1

The City's Wastewater Treatment Plant No. 1 has limited land area available for expansion and is remotely located from the majority of the projected growth that will occur in the City's service area. However, the equipment and structures at WWTP No. 1 are nearing the end of their useful lives, the existing processes do not provide biological nutrient removal, reliability standards are not met, and liquid sludge is hauled off-site for treatment and disposal. Additionally, raw wastewater can be diverted from WWTP No. 2 to WWTP No. 1, freeing up capacity at WWTP No. 2 which is closer to the anticipated growth. Design of upgrades to WWTP No. 1 to increase the capacity, modernize the facilities, add biological nutrient removal, and meet the U.S. Environmental Protection Agency's reliability criteria are underway.

5.2.1 Wastewater Treatment Plant No. 1 Plant Site

Wastewater Treatment Plant No. 1 will be expanded to an annual average daily flow capacity of 2.0 MGD as part of the planned improvements. The proposed improvements at Wastewater Treatment Plant No. 1 include:

- A raw wastewater flow metering system
- A new headworks structure and mechanical bar screen
- Two equalization basins and equalization pump station
- Four 4-Stage Bardenpho process trains
- A third secondary clarifier
- A return activated sludge (RAS) and waste activated sludge (WAS) pump station
- Disk filtration system
- Chlorine contact chamber modifications including replacement of gates and covering the structure
- Aerobic digester rehabilitation including new blowers, air piping, and diffusers
- Solids dewatering screw press and truck loading facilities
- In-plant pump station

- Conversion of the existing oxidation ditch to a reject holding tank
- Partially filling the existing reject holding pond
- Associated site, civil, electrical, and instrumentation improvements

A site plan for Wastewater Treatment Plant No. 1 showing the proposed improvements is presented in **Figure 5-1**. The conceptual opinion of probable construction cost for the Wastewater Treatment Plant No. 1 Improvements as prepared by the design engineer is $10.2 million, as shown in **Table 5-1**.

Table 5-1: Wastewater Treatment Plant No. 1 Improvements Conceptual Opinion of Probable Construction Cost

Item	Total Cost
4-Stage Bardenpho Process Basin & Equalization Basin	$2,667,500.00
Bardenpho Process Equipment	$1,200,500.00
Reaeration Basin/Clarifier Splitter Box & Piping	$275,000.00
In-Plant Lift Station	$110,000.00
Influent Structure & Bar Screen	$600,000.00
Earthwork & Yard Piping	$400,000.00
Electrical Controls, Instrumentation & SCADA	$2,118,750.00
Chlorine Contact Chamber Modifications	$130,000.00
Digester Positive Displacement Blowers	$155,0000.00
Screw Press & Elevated Platform	$500,000.00
Secondary Clarifier & RAS/WAS Pump Station	$1,050,000.00
Disk Filtration System	$921,688.00
Total	**$10,128,438.00**

5.2.2 Wastewater Treatment Plant No. 1 Pond and RIBs Site

Reclaimed water produced at Wastewater Treatment Plant No. 1 is pumped off-site for storage in a series of ponds or for disposal in rapid infiltration basins. A site plan showing the ponds and rapid infiltration basins is presented in **Figure 5-2**. High nutrient loadings in the reclaimed water have led to issues with algae blooms in the ponds. The addition of an aeration system for the ponds is proposed to provide both mixing and aeration which inhibits algal growth. The estimated cost of the system serving the ponds is $70,000.00.

5.3 Wastewater Treatment Plant No. 2

Wastewater Treatment Plant No. 2 is located east of US Route 441 in the center of the anticipated growth within the City's service area. Although the structures and equipment remain in good condition, the facility is experiencing odor issues, liquid sludge is hauled off-site for treatment and disposal, and additional capacity is required.

Wastewater Treatment Plant No. 2 can be expanded to an annual average daily flow capacity of 1.5 MGD without the construction of additional process tankage. The proposed improvements required for the expansion of Wastewater Treatment Plant No. 2 to 1.5 MGD include:

- Modifications to the odor control system including additional inlets at the headworks and rerouting of RAS to the equalization basin

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City of Mount Dora, Florida
MASTER PLAN

PROPOSED WASTEWATER TREATMENT PLANT NO. 1 - SITE PLAN

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
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DESIGNED BY:	JRL
DRAWN BY:	JRL
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-1

DATE	REVISION
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City of Mount Dora, Florida
MASTER PLAN

EXISTING WASTEWATER TREATMENT
PLANT NO. 1 - POND & RIBS SITE

CITY OF MOUNT DORA

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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-2

- Process optimization including the replacement of the existing mechanical aerators and internal recycle gates in the oxidation ditches
- Construction of a screw press and truck loading, including a roll-off container
- Associated site, civil, electrical, and instrumentation improvements
- Construction of a reject storage pond at the existing spray field site

The conceptual opinion of probable construction cost for the Wastewater Treatment Plant No. 2 Expansion to 1.5 MGD as prepared by the design engineer is $2.7 million, as shown in **Table 5-2**.

Table 5-2: Wastewater Treatment Plant No. 2 Improvements Conceptual Opinion of Probable Construction Cost

Item	Total Cost
Odor Control Air Piping	$92,400.00
Equalization Conversion	$217,800.00
Oxidation Ditch Improvements	$1,022,000.00
Reject Storage	$541,200.00
Screw Press	$760,000.00
Total	**$2,633,400.00**

The improvements will be constructed in phases to allow for the City to explore grant funding opportunities. The oxidation ditch improvements including replacement of the aerators will reduce the electrical demand of the facility and improve nutrient removal performance. Funding has been applied for through the Florida Department of Agriculture and Consumer Services. The following phases of construction are anticipated as part of the expansion of WWTP No. 2 to 1.5:

- Phase 1 – Oxidation Ditch Improvements - $1,130,000.00
- Phase 2 – Screw Press Dewatering Improvements - $860,000.00
- Phase 3 – Odor Control, Equalization, and Reject Storage - $1,000,000.00

Wastewater Treatment Plant No. 2 was initially design with the ability to expand the facility to a permitted capacity of 3.0 MGD through the construction of an additional treatment train. As Mount Dora's service area expands to the east it is anticipated that additional capacity beyond 1.5 MGD may be required at WWTP No. 2. The opinion of probable cost for the construction of the expansion to 3.0 MGD, including contingency, engineering, and construction administration is $25 million.

5.4 Wastewater Collection & Reclaimed Water Distribution Systems

Hydraulic modeling of the City's wastewater collection system and reclaimed water distribution systems was not performed as part of the development of this master plan. However, the wastewater collection and reclaimed water distribution systems were evaluated with improvements recommended based on the following conditions:

- Relocation of existing wastewater force mains and reclaimed water mains due to roadway construction.
- Construction of new wastewater force mains and reclaimed water mains to support anticipated growth.
- Extension of wastewater service to currently unserved areas.

5.4.1 Relocation Due to Roadway Construction

Roadway construction undertaken by the Florida Department of Transportation and Lake County has recently required the City to relocate a significant amount of wastewater force main and reclaimed water main, including along US Route 441, County Road 19A, Sylvan Point Drive, and Gertrude Place. Upcoming roadway construction projects that will require the relocation of the City's wastewater force mains and reclaimed water mains include:

- State Route 44 Widening
- Morningside Drive Drainage Improvements
- County Road 19A/Eudora Road/Old US Route 441 Round-a-bout Construction

5.4.2 Construction to Support Development

Development within the Wolf Branch Innovation District and the surrounding area will require wastewater service and reclaimed water supply. While it is anticipated that smaller mains serving individual areas of development will be constructed by the developer, having the primary collection and distribution mains in place will help to spur development. The wastewater force mains and reclaimed water main that was recently extended along State Route 46 to the intersection with Round Lake Road was the first step in this process. Construction of additional wastewater force mains and reclaimed water mains within the Eastern Service Area include:

- Round Lake Road Extension South of State Route 46
- Round Lake Road Extension North of State Route 46
- Wolf Branch Road Extension

5.4.3 Extension of Wastewater Service to Currently Unserved Areas

Isolated areas of the City's service area existing where wastewater service is not available, and existing development is served via septic tanks. The most prominent of these areas is surrounding Lake Gertrude. Construction of a wastewater collection system in this area would reduce nutrient loading into Lake Gertrude, however without an ordinance requiring connection of existing homeowners, the impact would be anticipated to be minimal. Grant funding is also regularly available for such septic to sewer projects, however in order to qualify for funding an ordinance must be in place requiring connection. As the City does not currently have an ordinance in place to require connection to the wastewater collection system, extension to currently unserved areas was not evaluated further.

5.4.4 Utility Main Relocation – State Route 44 Widening

The Florida Department of Transportation has plans to widen State Route 44 (County Road 44B) from US Route 441 to State Route 44 as part of project 409870-1. The existing two-lane road will be widened to a divided four-lane roadway with bicycle lanes and sidewalks. While design of the project was completed in 2015, the construction date of the project has not been scheduled by FDOT.

The City's existing 12" wastewater force main and 16" reclaimed water main run along State Route 44 from US Route 441 to the intersection with Eustis Airport Road, a distance of approximately 8,380 LF. Additional right of way being required for the widening is located west of the existing roadway, while the City's reclaimed water main is located near the eastern right of way boundary. This favorable location prevents the majority of the reclaimed water main from being in conflict with the roadway

construction, with the exception of stormwater structures. Rather than relocate the entire reclaimed water main, it is recommended that the City only relocate sections of the main where conflicts with stormwater infrastructure will occur. Approximately 40-percent of the existing reclaimed water main, 3,250 LF, will need to be relocated under this scenario. The existing wastewater force main will need to be relocated in its entirety as it is located underneath the future pavement.

A conceptual plan of the State Route 44 Water Main Relocation project is shown in **Figure 5-3**. The conceptual opinion of probable construction cost for the State Route 44 Water Main Relocation project including contingency, engineering design, and construction administration costs is $2.2 million, as shown in **Table 5-3**.

Table 5-3: State Route 44 Wastewater Force Main and Reclaimed Water Main Relocation Project Conceptual Opinion of Probable Construction Cost

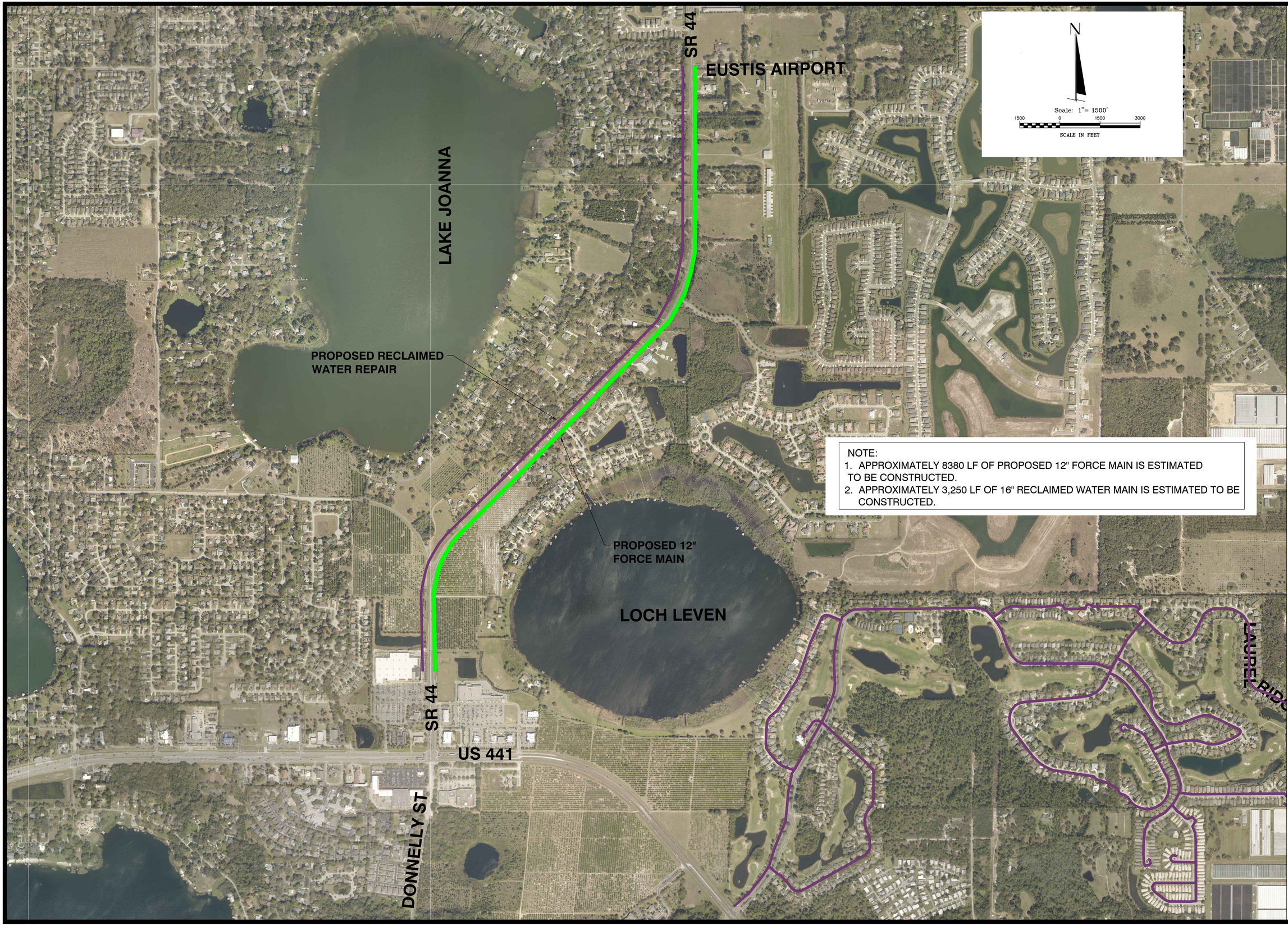
Item	Quantity	Unit Cost	Total Cost
12” Wastewater Force Main	8,380 LF	$130/LF	$1,080,000.00
16” Reclaimed Water Main	3,250 LF	$150/LF	$490,000.00
Subtotal			$1,570,000.00
Contingency	25%		$400,000.00
Subtotal			$1,970,000.00
Engineering and Construction Administration	12%		$230,000.00
Total			**$2,200,000.00**

5.4.5 Wastewater Force Main Relocation – Morningside Drive Drainage Improvements

Lake County completed Phase I of the Morningside Drive & Sylvan Point Drive Drainage Improvements projects in early 2020. Phase II of the project includes the construction of drainage infrastructure along Morningside Drive from Palmetto Road to Westland Drive, and at the intersection of Morningside Drive and Gertrude Place. While Lake County has completed design of the Phase II drainage improvements, the proposed construction start date is currently unknown.

City utilities that will be impacted by Phase II of the drainage improvements include a 12” wastewater force main that runs along Morningside Drive. While the stormwater improvements are being constructed on the west side of Morningside Drive, and the wastewater force main runs along the eastern side, it is expected that the wastewater force main at the intersection of Morningside Drive and Gertrude Place will be required to be relocated to avoid a conflict with a storm drain crossing.

A conceptual plan of Phase II of the Morningside Drive Water Main Relocation project is shown in **Figure 5-4**. The conceptual opinion of probable construction cost for the Morningside Drive Wastewater Force Main Relocation project including contingency, engineering design, and construction administration costs is $20,000.00, as shown in **Table 5-4**.



NOTE:
1. APPROXIMATELY 8380 LF OF PROPOSED 12" FORCE MAIN IS ESTIMATED TO BE CONSTRUCTED.
2. APPROXIMATELY 3,250 LF OF 16" RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

SR-44 WASTE WATER FORCEMAIN

CITY OF MOUNT DORA

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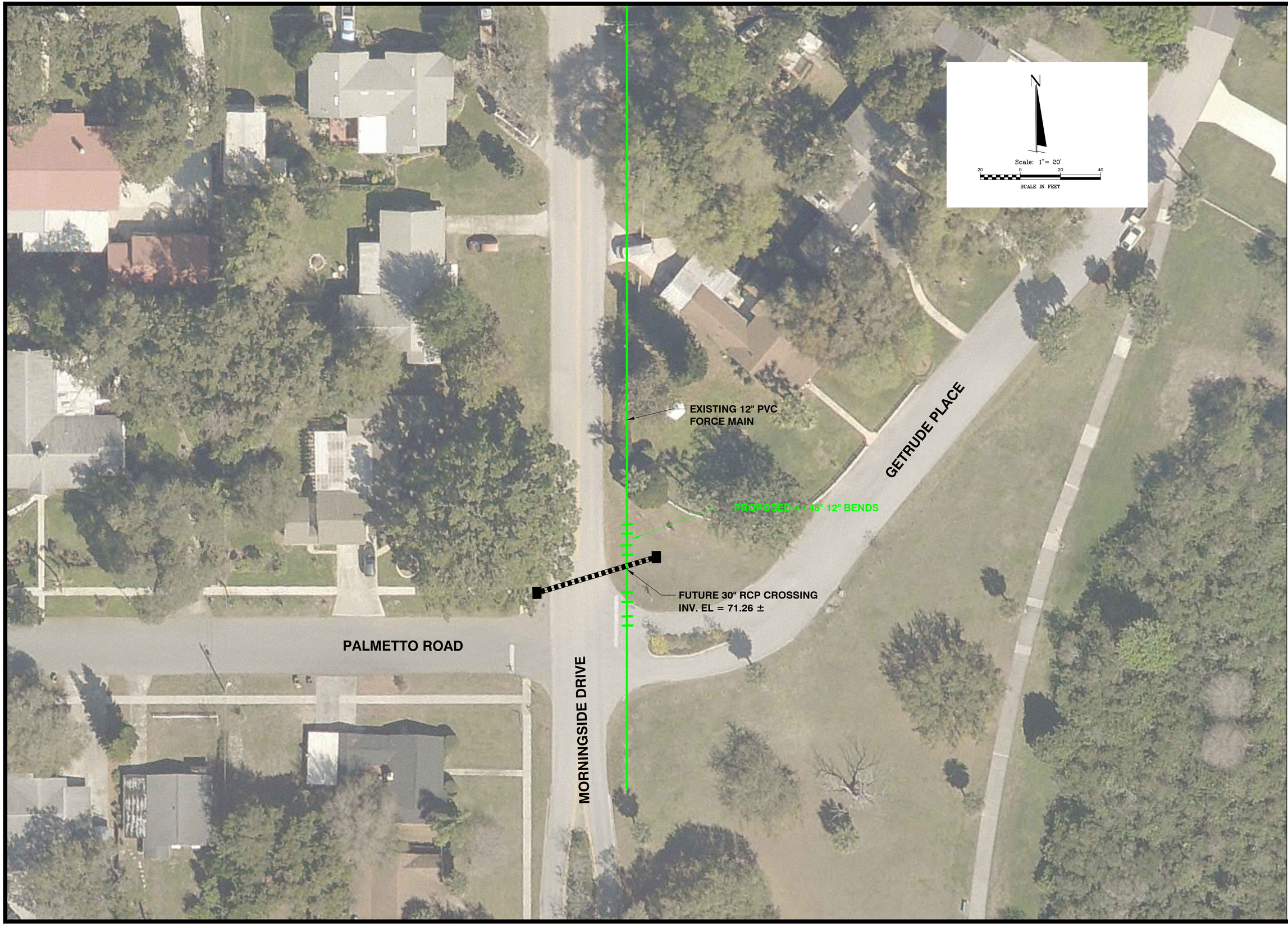
FIGURE 5-3



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City of Mount Dora, Florida

MASTER PLAN

MORNINGSIDE AND GETRUDE PL
FORCE MAIN IMPROVEMENTS

CITY OF MOUNT DORA

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FILE NAME:	

FIGURE 5-4

Table 5-4: Morningside Drive Water Main Relocation Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
12” Wastewater Force Main	100 LF	$130/LF	$13,000.00
Subtotal			$13,000.00
Contingency	25%		$4,000.00
Subtotal			$17,000.00
Engineering and Construction Administration	12%		$3,000.00
Total			**$20,000.00**

5.4.6 Utility Main Relocation – Old US Route 441 Round-A-Bout

A second Lake County roadway construction project expected to require relocation of the City’s utilities is the conversion of the five-way intersection of Old US Route 441, County Route 19A, and Eudora Road into a round-a-bout intersection. Similar to Phase II of the Morningside Drive Drainage Improvements project, Lake County has completed design of the roadway construction, however a construction start date is not yet known.

After a review of the County’s roadway construction plans, it is anticipated that the City’s wastewater force main, gravity sewer, and reclaimed water main will have to be entirely relocated throughout the limits of the roadway construction. Approximately 625 LF of 4” wastewater force main, 660 LF of 12” gravity sewer, and 580 LF of reclaimed water main will be relocated.

A conceptual plan of the Old US Route 441 Water Main Relocation project is shown in **Figure 5-5**. The conceptual opinion of probable construction cost for the Old US Route 441 Water Main Relocation project including contingency, engineering design, and construction administration costs is $360,000.00, as shown in **Table 5-5**.

Table 5-5: Old US Route 441 Utility Relocation Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
4” Wastewater Force Main	625 LF	$90/LF	$60,000.00
12” Wastewater Gravity Sewer	660 LF	$130/LF	$90,000.00
Wastewater Manholes	5 EA	$7,000	$35,000.00
10” Reclaimed Water Main	580 LF	$110/LF	$65,000.00
Subtotal			$250,000.00
Contingency	25%		$70,000.00
Subtotal			$320,000.00
Engineering and Construction Administration	12%		$40,000.00
Total			**$360,000.00**

5.4.7 Reclaimed Water Main Extension – Country Club of Mount Dora

The Country Club of Mount Dora currently does not have access to reclaimed water, leading to a significant volume of potable water being used for landscape irrigation. Extension of reclaimed water main to serve the approximately 800 ERUs within the County Club is estimated to save approximately 0.3 MGD of potable water.

EUDORA ROAD

PROPOSED 12" GRAVITY SEWER MAIN

PROPOSED 4" WASTE WATER FORCE MAIN

STATE ROAD 19

PROPOSED 10" RECLAIMED WATER MAIN

PROPOSED ROUND ABOUT

OLD US HWY 441

WWTP #1

RWM

SAN

N

Scale: 1"= 50'

50 0 50 100

SCALE IN FEET

NOTE:
APPROXIMATELY 700 LF OF PROPOSED 4" FORCE MAIN, 600 LF OF 12" GRAVITY SEWER MAIN, AND 580 LF OF 10" RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

OLD 441 UTILITY MAIN RELOCATION

CITY OF MOUNT DORA

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FILE NAME:	

FIGURE 3-5

In order to loop the system, a 10" reclaimed water main would be constructed to connect to the existing main at US Route 441 along Country Club Boulevard, Greenbriar Trail, and Laurel Ride Drive within the County Club. The reclaimed water main would then extend past the dead end on Laurel Ridge Drive, out the rear gate to Britt Road and south on Britt Road connecting to the existing main on Wolf Branch Road completing the loop. Additionally, 6" and 8" reclaimed water mains would be constructed along all of the remaining roads in the County Club.

As there is a large amount of vacant land bordering both sides of Britt Road that is located within the City's proposed potable water service area, oversizing the proposed reclaimed water main on Britt Road would allow for the potential to serve this area should it develop in the future.

A conceptual plan of the County Club Reclaimed Water Main Extension project is shown in **Figure 5-6**. The conceptual opinion of probable construction cost for the Country Club Reclaimed Water Main Extension project including contingency, engineering design, and construction administration costs is $6,700,000.00, as shown in **Table 5-6**.

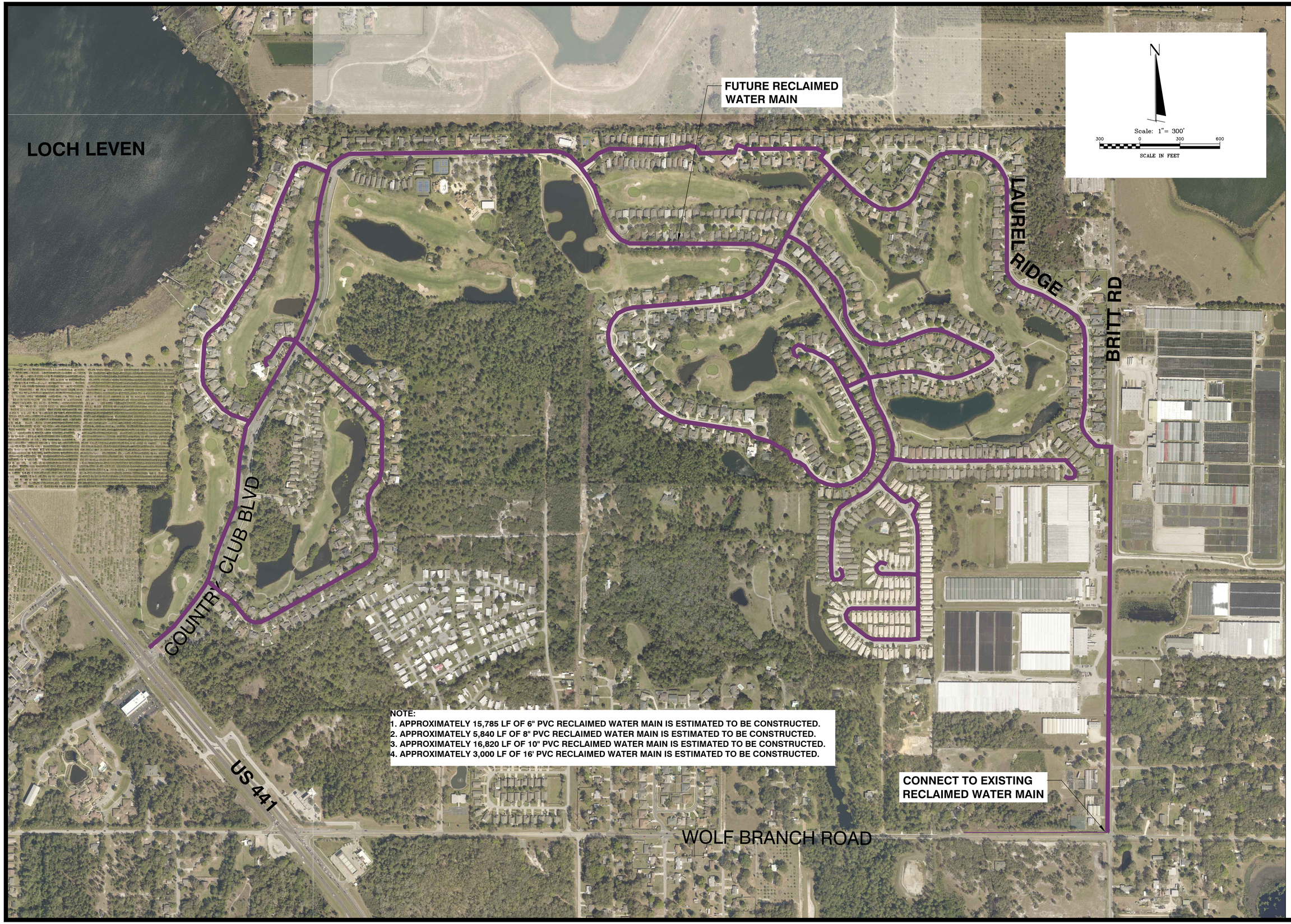
Table 5-6: Country Club Reclaimed Water Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
6" Reclaimed Water Main	15,785 LF	$100/LF	$1,580,000.00
8" Reclaimed Water Main	5,840 LF	$100/LF	$590,000.00
10" Reclaimed Water Main	16,820 LF	$130/LF	$2,190,000.00
16" Reclaimed Water Main	3,000 LF	$150/LF	$450,000.00
Subtotal			$4,800,000.00
Contingency	25%		$1,200,000.00
Subtotal			$6,000,000.00
Engineering and Construction Administration	12%		$700,000.00
Total			**$6,700,000.00**

5.4.8 Utility Main Extension – Round Lake Road South

Construction of a wastewater lift station is currently underway on a City owned site on Round Lake Road south of State Route 46 near the railroad crossing. A manhole will be constructed as part of this project to receive flow from the areas south of the lift station. A 12" wastewater gravity sewer will be constructed from the existing lift station site to Birr Court, while a 10" wastewater force main will be constructed to the intersection with Sullivan Ranch Boulevard.

An existing 12" reclaimed water main was installed from State Route 46 to north of the railroad crossing on Round Lake Road. Future extension of the reclaimed water main south along Round Lake Road to Sullivan Ranch Boulevard is planned to loop the system, supply reclaimed water to portions of the Wolf Branch Innovation District south of State Route 46, and improvement the reliability of the reclaimed water supply to the existing Sullivan Ranch subdivision. The reclaimed water main extension will consist of the construction of approximately 4,250 LF of 12" reclaimed water main.



NOTE:
1. APPROXIMATELY 15,785 LF OF 6" PVC RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.
2. APPROXIMATELY 5,840 LF OF 8" PVC RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.
3. APPROXIMATELY 16,820 LF OF 10" PVC RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.
4. APPROXIMATELY 3,000 LF OF 16' PVC RECLAIMED WATER MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida
MASTER PLAN

MOUNT DORA COUNTRY CLUB
RECLAIMED MAIN IMPROVEMENTS

CITY OF MOUNT DORA

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FIGURE 5-6

A conceptual plan of the Round Lake Road South Utility Main Extension project is shown in **Figure 5-7**. The conceptual opinion of probable construction cost for the Round Lake Road South Utility Main Extension project including contingency, engineering design, and construction administration costs is $1,850,000.00, as shown in **Table 5-7**.

Table 5-7: Round Lake Road South Utility Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
10” Wastewater Force Main	4,250 LF	$110/LF	$470,000.00
12” Wastewater Gravity Sewer	2,000 LF	$130/LF	$260,000.00
Wastewater Manholes	4 EA	$7,500	$30,000.00
12” Reclaimed Water Main	4,250 LF	$130/LF	$560,000.00
Subtotal			$1,320,00.00
Contingency	25%		$330,000.00
Subtotal			$1,650,000.00
Engineering and Construction Administration	12%		$200,000.00
Total			**$1,850,000.00**

5.4.9 Utility Main Extension – Round Lake Road North

An existing 12” reclaimed water main on Round Lake Road runs north of State Route 46 to the southern property line of Round Lake Elementary School. A 10” wastewater gravity sewer runs roughly the same property line down the eastern side of Round Lake Road to State Route 46, while a 10” wastewater force main was bored under Round Lake Road for future connection. The reclaimed water main will be extended north on Round Lake Road and run through the Timberwalk subdivision that is currently under construction through the City’s Water Treatment Plant No. 1 property to Niles Road. Extension of the wastewater force main north on Round Lake Road to a lift station constructed near the intersection with Wolf Branch Road was also planned. The utility main extensions will consist of the construction of approximately 8,700 LF of 12” reclaimed water main, and 3,450 LF of 10” wastewater force main.

A conceptual plan of the Round Lake Road North Utility Main Extension project is shown in **Figure 5-8**. The conceptual opinion of probable construction cost for the Round Lake Road North Utility Main Extension project including contingency, engineering design, and construction administration costs is $2.2 million, as shown in **Table 5-8**. The project is currently being constructed by a private developer as part of subdivision development.

Table 5-8: Round Lake Road North Utility Main Extension Project Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
12” Reclaimed Water Main	3,450 LF	$130/LF	$450,000.00
12” Wastewater Force Main	8,700 LF	$130/LF	$1,130,000.00
Subtotal			$1,580,000.00

SR 46

CORONADO SOMERSET DR.

ROUND LAKE ROAD

BIRR CT.

SULLIVAN RANCH BLVD

PROP. 12" PVC GRAVITY MAIN

PROP. 12" RECLAIMED WATER MAIN

PROP. 10" PVC FORCE MAIN

CONNECT TO EXISTING FORCE MAIN

N

Scale: 1"= 200'

200 0 200 400

SCALE IN FEET

NOTE:
1. APPROXIMATELY 2,000 LF OF PROPOSED 12" GRAVITY SEWER AND 4,250 LF OF 10" FORCE MAIN, ALONG ROUND LAKE ROAD, SOUTH OF SR-46, IS ESTIMATED TO BE CONSTRUCTED.
2. APPROXIMATELY 4,250 LF OF RECLAIMED WATER MAIN, ALONG ROUND LAKE ROAD, IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida

MASTER PLAN

ROUND LAKE RAOD SOUTH SEWER MAIN EXTENSION

CITY OF MOUNT DORA

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FILE NAME:	

FIGURE 5-7

WOLF BRANCH ROAD

WOLF BRANCH ROAD

WATER TREATMENT PLANT NO. 2

EXTEND UP TO NILES ROAD

PROP. 12" RECLAIMED WATER MAIN

PROP. 12" FORCE MAIN

ROUND LAKE ROAD

ROUND LAKE ELEMENTARY SCHOOL

CONNECT TO EXISTING FORCE MAIN

N

Scale: 1"= 200'

200 0 200 400

SCALE IN FEET

NOTE:
APPROXIMATELY 3450 LF OF PROPOSED 12" FORCE MAIN IS ESTIMATED TO BE CONSTRUCTED.

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City of Mount Dora, Florida

MASTER PLAN

ROUND LAKE RAOD NORTH FORCE MAIN EXTENSION

CITY OF MOUNT DORA

BESH HALFF

902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.9481
Fax: 352.343.8496
Certificate of Authorization Number: 33380

DATE:	03-09-2021
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY.:	MCS
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 5-8

Contingency	25%		$400,000.00
Subtotal			$1,980,000.00
Engineering and Construction Administration	12%		$220,000.00
Total			**$2,200,000.00**

5.4.10 Reclaimed Water Main Interconnect – Limit Avenue

The reclaimed water systems of Wastewater Treatment Plant No. 1 and Wastewater Treatment Plant No. 2 are interconnected through a 16" pressure control valve located on Limit Avenue on the WWTP No. 1 site. The existing valve does not effective allow for flow in both directions, and the existing vault that it is installed in is undersized. Replacement of the interconnect valve in a new vault is recommended to allow for the two reclaimed water zones to support each other in the event of low pressure. The conceptual opinion of probable construction cost for the Limit Avenue Reclaimed Water Main Interconnect Project is $110,000.00.

5.5 Instrumentation and Control

The City's wastewater treatment plants are currently operated, monitored, and controlled using a proprietary supervisory control and data acquisition (SCADA) system. Due to the nature of the proprietary SCADA system, it can only be maintained and programmed by a single entity. As part of an on-going construction project fiber optic conduit and pull boxes are being installed that will connect WTP No. 2 to Wastewater Treatment Plant No. 2, allowing all of the City's water and wastewater infrastructure to be connected by a fiber optic cable network in the future. With the addition of the fiber optic cable, replacement of the existing proprietary SCADA system with a more modern system with an open-architecture is recommended. Using an open-architecture based SCADA system will allow for components, programming, and repairs to be provided by multiple entities, rather than relying on one specific vendor. The first stage of this transition is underway with the construction of the City's Lift Station No. 53. The estimated cost of upgrading both Wastewater Treatment Plants No. 1 and 2 to Trihedral's VTScada system is $300,000.00. A second phase of the project to add additional controls and functionality is estimated at an additional $300,000.00.

Section 6: Supplemental Reclaimed Water Source Evaluation

6.1 Supplemental Reclaimed Water Sources

Reclaimed water is increasingly being used for landscape irrigation throughout the City's service area. While treatment wastewater effluent is the primary source of reclaimed water, the available wastewater supply has been insufficient to meet reclaimed water demands for the past five years. Reclaimed water demand is projected to continue to increase at a faster rate than wastewater production, further increasing this deficit. A summary of projected reclaimed water demands and the estimated reclaimed water deficit as presented in the ten-year CUP review are presented in **Table 6-1**. These projections do not reflect the additional 0.3 MGD of reclaimed water demand that would be associated with the construction of reclaimed water mains serving the County Club of Mount Dora.

Table 6-1: Summary of Projected Reclaimed Water Demand

Year	Reclaimed Water Demand (mgd)	Wastewater Flow (mgd)	Reclaimed Water Deficit (mgd)
2021	2.224	1.332	0.892
2022	2.358	1.357	1.001
2023	2.492	1.381	1.111
2024	2.625	1.405	1.220
2025	2.759	1.429	1.330
2026	2.892	1.453	1.439
2027	3.026	1.477	1.548
2028	3.159	1.502	1.658
2029	3.293	1.526	1.767
2030	3.426	1.550	1.877
2031	3.560	1.574	1.986
2032	3.694	1.598	2.095
2033	3.827	1.622	2.205
2034	3.961	1.646	2.314
2035	4.094	1.671	2.424
2036	4.228	1.695	2.533
2037	4.361	1.719	2.643
2038	4.495	1.743	2.752
2039	4.628	1.767	2.861
2040	4.762	1.791	2.971

While supplemental reclaimed water sources have been evaluated in this Master Plan, a comprehensive Alternative Water Supply Evaluation is recommended to assist the City to prepare for the growing reclaimed water deficit.

6.2 Supplemental Groundwater Well

The existing supplemental groundwater wells at Wastewater Treatment Plant No. 2 have historically been the lone source of supplemental reclaimed water for the City. With the upcoming reduction in the allocation contained within the CUP, the supplemental ground water well will no longer be able to provide sufficient reclaimed water supply to meet demand. The ten-year CUP review identified an excess potable water allocation through the expiration of the current permit. The CUP also allows for an increase in the groundwater allocation to be requested if it can be demonstrated that additional reclaimed water is required, and other alternatives are not feasible. The request for an increase in the groundwater allocation for reclaimed water production of 1.971 MGD would meet the reclaimed water deficit projected through 2040. An accompanying 1.971 MGD reduction in the groundwater allocation for potable water be accommodated through at least the expiration of the current CUP in 2031. It is recommended that an increase in the CUP allocation for the supplemental groundwater well be requested from the SJRWMD as part of the ten-year review process, as it is the most feasible source of supplemental reclaimed water available to the City.

6.3 Interconnect with Apopka

The City of Apopka currently has an excess of reclaimed water available. In 2018, the City of Mount Dora entered into an agreement with Apopka to allow for the sale of up to 1.0 MGD of reclaimed water from Apopka to Mount Dora. The construction of the interconnecting reclaimed water main and booster pump station to make this transfer possible was completed in January 2020. In order for Mount Dora to receive reclaimed water through the interconnect, Apopka has to have sufficient supply available to allow for the transfer. Although the interconnect has been used sparingly over the past year, the 16” interconnecting pipeline has sufficient capacity to allow for Apopka to transfer larger quantities of reclaimed water if the supply exists. The City of Mount Dora should consider discussions with the City of Apopka regarding the availability of additional reclaimed water.

6.4 Thrill Hill Reservoir

The City of Mount Dora owns the former Thrill Hill mine site, a 35-acre parcel located near the intersection of Thrill Hill Road and Jemana Drive. The former mining operation has left a large excavation that would be suitable for conversion into a reservoir for the storage of reclaimed water during periods of low demand. Stormwater could also be captured and stored within the reservoir to provide a supplemental source of reclaimed water. Construction of a two-compartment 74-million-gallon reservoir, filtration and chlorination facilities, high service pumps station, and transmission pipeline to connect to the City's existing reclaimed water system at a cost of over $15 million would be required to place the facility into operation.

A review of the discharge monitoring reports from 2017 through 2020 shows that the City has utilized 97.2-percent of its effluent as reclaimed water. The rapid infiltration basins were last utilized in August 2018, and the spray field continues to be used infrequently. Over the three-year period approximately 45 million gallons of wastewater effluent was sent to either the spray field or the rapid infiltration basins. Assuming that all of the effluent met reclaimed water quality standards, having the Thrill Hill Reservoir in service would have provided the City with an average of 41,000 gpd, 0.041 MGD, of additional reclaimed water. Construction of a reservoir at the Thrill Hill site is economically unfeasible and unlikely to provide a significant impact on the City's reclaimed water supply. Future large reservoir projects should be considered in the event that the location is closer to the City's existing infrastructure reducing the costs associated with transmission and distribution pipelines and pumping facilities.

Section 7: Construction Cost Estimation Methodology

7.1 Introduction

This section focuses on presenting unit cost data that can aid the City in preparing cost estimates in the future. The sections below focus on the types of projects that are expected to represent the majority of projects undertaken by the City during the upcoming five-year capital planning period. Future costs are represented as 2020 dollars. A cost escalation factor to account for inflation and market conditions should be considered in future evaluations.

7.2 Level of Contingency

The planning level unit costs presented in this section are conceptual in nature, and do not account for actual field conditions. These costs may be impacted by factors such as:

- Bypass pumping requirements or limitations in taking equipment out of service;
- Directional drilling or jack and bore construction of pipelines;
- Difficult installation conditions such as tight site constraints high groundwater tables, or the presence of rock;
- Easement, right of way, or land acquisition requirements; and,
- Ecological issues.

It is recommended that a 25 percent contingency be applied to all planning level construction cost estimates generated from this evaluation.

7.3 Engineering Services Costs

Engineering services related to the implementation of capital projects were estimated to be eight percent of the total construction cost. General services during construction, including bidding assistance, review of shop drawings, response to requests for information (RFIs), production of record drawings, and general coordination with the contractor were assumed to be four percent of the total construction cost. The cost estimates for the recommended projects include costs associated with both construction and engineering.

Section 8: Mount Plymouth-Sorrento Community Redevelopment Area

8.1 Introduction

The Mount Plymouth-Sorrento Community Redevelopment Area (CRA) is located approximately one-half mile east of the Wolf Branch Innovation District encompassing the area around State Route 46 and County Road 437. Future land use within the approximately 1,100 acres CRA is expected to include residential, commercial, and residential professional businesses. While the CRA is within unincorporated Lake County and not currently within the City's service area, the CRA is included within the City's proposed service area. Additional wastewater infrastructure improvements required to provide service to the CRA were evaluated as part of the mastering planning effort. A map showing the boundaries of the CRA is presented in **Figure 8-1**.

8.2 Flow Projections

Residential and agricultural land uses currently occupy over 75 percent of the Mount Plymouth-Sorrento CRA. Future land use in the CRA is anticipated to be primarily residential with areas of commercial and government use. The redevelopment plan for the CRA divides the area into the main street district and the neighborhood district. Areas designated as main street district are limited to 5.5 dwelling units per acre, while the neighborhood district is limited to 2.0 dwelling units per acre. An average development density of 2.5 dwelling units per acres was assumed for the CRA. Wastewater flow assumptions previously presented in Table 3-2 were utilized for the flow projections for the CRA.

Wastewater demand within the CRA is projected to reach 0.6 mgd on an annual average daily flow basis, with a peak hour flow of 1.7 mgd. A summary of the flow projections is presented in **Table 8-1**.

Table 8-1: Mount Plymouth-Sorrento CRA Flow Projections

Flow Condition	Wastewater Production (gpd)
Annual Average Daily	576,228
Peak Hour	1,728,684

8.3 Utility Improvements

Extension of wastewater service to the CRA would require extending a 10" force main approximately 8,500 LF down State Route 46 to Old Sorrento Road. A summary of the required potable water improvements is presented in **Figure 8-2**.

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City of Mount Dora, Florida

MASTER PLAN

MOUNT PLYMOUTH-SORRENTO
CRA BOUNDARY MAP

CITY OF MOUNT DORA

BESH HALFF

902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	03-09-2021
DESIGNED BY:	BJ
DRAWN BY:	BJ
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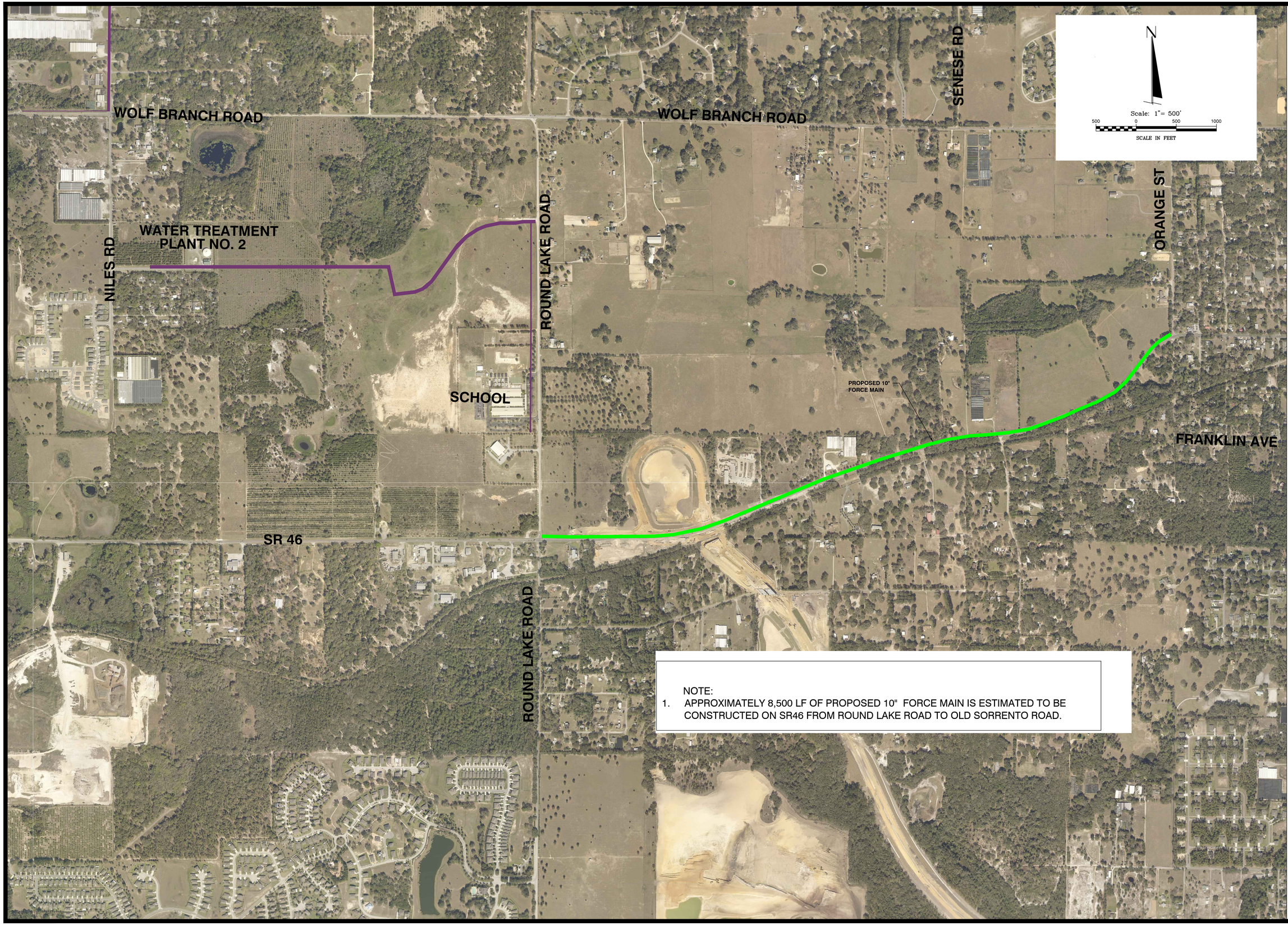
JOB NO.:	921083.0216
FILE NAME:	

FIGURE 8-1



NOTE:

1. APPROXIMATELY 8,500 LF OF PROPOSED 10" FORCE MAIN IS ESTIMATED TO BE CONSTRUCTED ON SR46 FROM ROUND LAKE ROAD TO OLD SORRENTO ROAD.

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City of Mount Dora, Florida

MASTER PLAN

MOUNT PLYMOUTH-SORRENTO CRA SEWER IMPROVEMENTS

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	03-09-2021
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FILE NAME:	

FIGURE 8-2

8.4 Cost Estimate

A cost estimate for the wastewater force main extension was prepared for the Mount Plymouth-Sorrento CRA using the same assumptions previously presented in Section 7. The conceptual opinion of probable construction cost for extending wastewater service to the Mount Plymouth-Sorrento CRA is $1.3 million. A breakdown of the conceptual opinion of probable construction cost is presented in **Table 8-2**.

Table 8-2: Mount Plymouth-Sorrento CRA Conceptual Opinion of Probable Construction Cost

Item	Quantity	Unit Cost	Total Cost
10” Wastewater Force Main	8,500 LF	$110/LF	$935,000.00
Subtotal			$935,000.00
Contingency	25%		$235,000.00
Subtotal			$1,170,000.00
Engineering and Construction Administration	12%		$140,000.00
Total			**$1,310,000.00**

Section 9: Implementation Plan

9.1 Implementation Plan Development

The proposed implementation plan includes $15.4 million over the next five years in new capital projects identified during the development of the master plan to support future growth. An additional $11 million in future capital projects were identified that are anticipated to be required outside of the five-year window. Rehabilitation projects related to the repair or replacement of existing infrastructure are not included. Improvements associated with serving the Mount Plymouth-Sorrento Community Redevelopment Area are also not included as the CRA is not currently within the City's wastewater service area. In the case of wastewater force main and reclaimed water main construction projects, water main construction may be required on the same project site. Costs associated with the potable water system are not represented below.

The implementation plan was developed in March 2021 based upon information that is currently available. Changes in development pattern, rate of growth, FDOT or Lake County roadway construction schedules, or observed wastewater flow or reclaimed water demand may necessitate changes to the implementation schedule. The proposed capital improvements implementation plan is presented in **Table 9-1**.

Table 9-1: Proposed Capital Improvements Implementation Plan

Year	Project	Budgeted Cost
2021	WWTP No. 1 Pond Aeration	$70,000.00
2021	Limit Avenue Reclaimed Water Interconnect	$120,000.00
2022	Wastewater Treatment Plant No. 1 Improvements	$10,200,000.00
2022	WWTP No. 2 Oxidation Ditch Improvements	$1,130,000.00
2023	WWTP No. 2 Screw Press Dewatering Improvements	$860,000.00
2023	Alternative Water Supply Evaluation	$200,000.00
2024	WWTP No. 2 Odor Control, Equalization & Reject	$1,000,000.00
2024	SCADA Improvements – Phase 1	$300,000.00
2025	SCADA Improvements – Phase 2	$300,000.00
	5-Year Capital Improvements Total	**$14,180,000.00**
Future Recommended Improvement Projects		
2026	Wastewater/Reclaimed Water Master Plan Update	$150,000.00
2026	Round Lake Road South Water Main Extension	$1,850,000.00
2026	Round Lake Road North Water Main Extension	$2,200,000.00
2026	County Club Reclaimed Water Main Extension	$6,700,000.00
2027	Morningside Drive Water Main Relocation	$20,000.00
2027	State Route 44 Water Main Relocation	$2,200,000.00
2027	Old US Route 441 Water Main Relocation	$360,000.00
2029	Wastewater Treatment Plant No. 2 Expansion	$25,000,000.00
	Future Capital Improvements Total	**$38,480,000.00**

Section 10: Summary and Recommendations

10.1 Summary

The City of Mount Dora's wastewater system includes two wastewater treatment plants, 600 miles of wastewater force main ranging in size from 2-inch to 16-inch, 100 miles of gravity sewer, 52 wastewater lift stations, and 40 miles of reclaimed water main. While both wastewater treatment plants are currently in compliance with all FDEP and SJRWMD permit requirements, Wastewater Treatment Plant No. 1 is aging and does not meet modern reliability criteria, while Wastewater Treatment Plant No. 2 is experiencing odor issues. Liquid sludge is also hauled off-site from both wastewater treatment plants for treatment and disposal. In addition, the construction of the Wekiva Parkway is anticipated to spur tremendous growth in the Wolf Branch Innovation District and other surrounding areas east of US Route 441. A summary of the projected future growth in the service area, as well as its impact on wastewater flows is presented in **Table 10-1**.

Table 10-1: Summary of Projected Wastewater Demand within the City's Service Area

Development Type	ERUs	Annual Average Daily Flow (gpd)
Existing Development	14,651	1,294,000
Wolf Branch Innovation District	4,202	529,452
Mount Dora City Limits	4,923	620,298
Joint Planning Area	3,757	473,382
Total	**27,533**	**2,917,132**

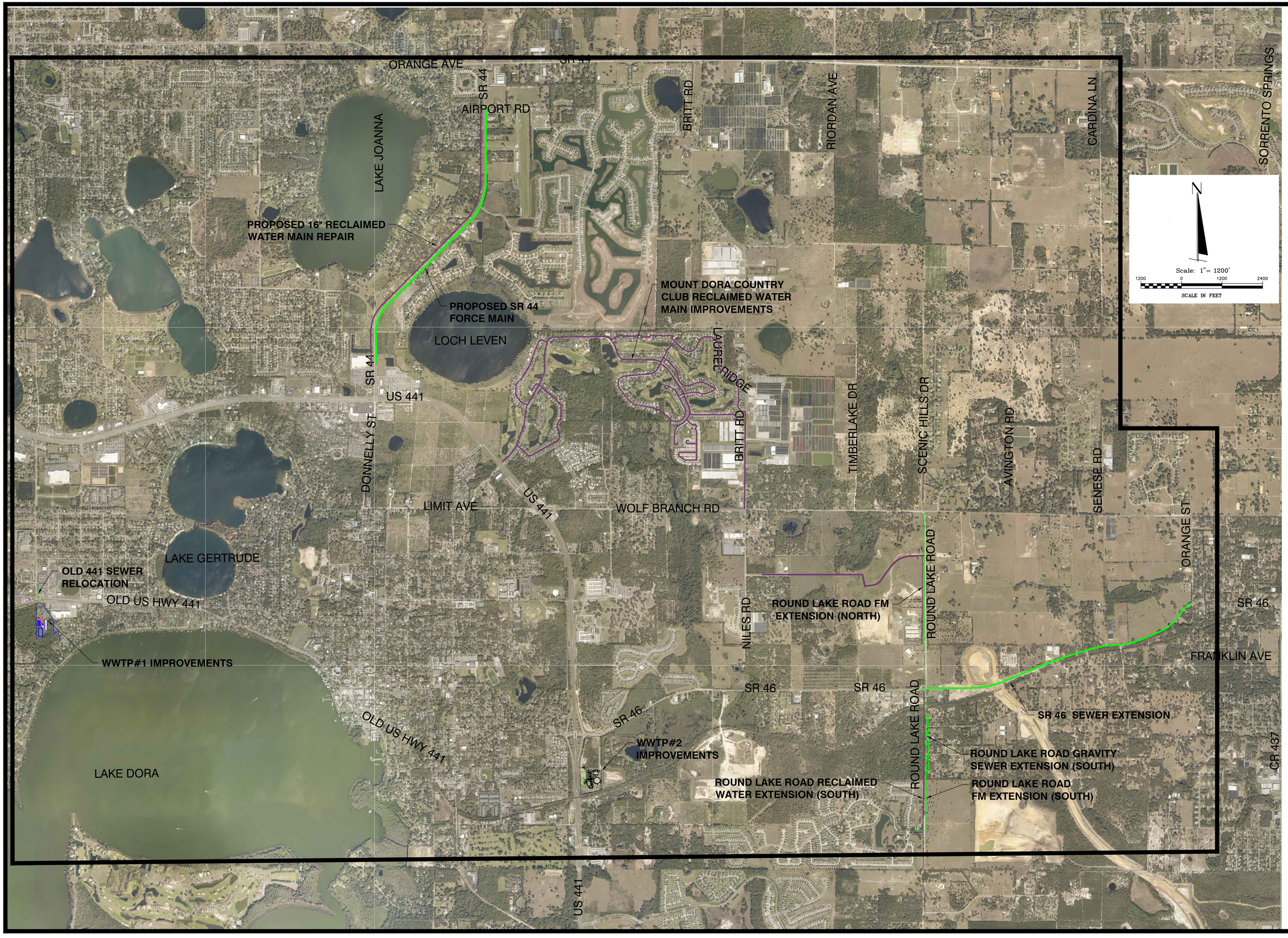
10.2 Recommendations

Capital Improvements are recommended to enable the City to continue to provide treatment of wastewater, and a reliable supply of reclaimed water as demand accelerates due to future growth. A total of 9 capital improvements projects with an opinion of probable construction cost of $14.2 million are recommended to be undertaken over the next five years, while an additional eight projects with an opinion of probable construction cost of $38.5 million are recommended over the 20-year planning period. Implementation of these projects will:

- Increase the capacity, replacing aging infrastructure, and provide reliability at Wastewater Treatment Plant No. 1.
- Add aeration at the reclaimed water storage ponds serving Wastewater Treatment Plant No. 1 to prevent algal growth.
- Increase the capacity of Wastewater Treatment Plant No. 2 to support future growth.
- Update the SCADA system to modern technology using an open-architecture.

- Rehabilitate the interconnect between the Wastewater Treatment Plant No. 1 and Wastewater Treatment Plant No. 2 reclaimed water service areas.
- Extend reclaimed water service to the County Club of Mount Dora reducing the demand of potable water.
- Relocate existing water mains on State Route 44, Morningside Drive, and Old US Route 441 to avoid conflicts with roadway construction.
- Extend reclaimed water mains down Wolf Branch Road and Round Lake Road to loop the reclaimed water distribution system to serve the Wolf Branch Innovation District.
- Extend the wastewater force main and gravity sewer south on Round Lake Road to serve the Wolf Branch Innovation District.

A map of the proposed improvements projects is shown in **Figure 10-1**.



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City of Mount Dora, Florida

MASTER PLAN

OVERALL WASTEWATER AND RECLAIMED WATER SYSTEM IMPROVEMENT MAP

CITY OF MOUNT DORA

BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
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Certificate of Authorization Number: 33580

DATE:	03-09-2021
DESIGNED BY:	BJ
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JOB NO.:	921083.0216
FILE NAME:	

FIGURE 10-1

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Request Adoption of Resolution 2021-128, Florida Division of Emergency Management - Statewide Mutual Aid Agreement

Introduction:

Resolution 2021-128 - Florida Division of Emergency Management - Statewide Mutual Aid Agreement

Discussion:

The Florida Division of Emergency Management (FDEM) works to ensure that Florida is prepared to respond to emergencies, recover from them, and mitigate against their impacts. The FDEM Mutual Aid and EMAC Branch manages the statewide mutual aid agreements and the implementation of the Emergency Management Assistance Compact, to include resource allocation and resource coordination. Working closely with the state, local and federal assets to ensure any resource shortfalls are addressed in a timely, efficient, and coordinated manner.

FDEM Logistics is responsible for ensuring the state is ready with logistical support to respond to any natural or man-made disasters via contract negations, vendor management, and warehousing operations. Logistics operates the State Logistics Response Center (SLRC) in Orlando, while maintaining the Emergency Management Assistance Compact (EMAC), and the Statewide Mutual Aid Assistance Agreements (SMAA). The Section works to develop and maintain contracts and relationships with vendors and other partners to ensure plans and agreements are in place to ensure the proper commodities, transportation, and equipment resources are in place to disaster response.

The EMPA grant requirement through the FDEM requires that we update our agreement to the latest version. It is in the best interest of the City to participate in the mutual aid agreement with the State for the unlikely event of a natural disaster affecting the City.

Budget Impact:

None at this time

Strategic Impact:
Fiscal Sustainability

Recommendation City Council to approve Resolution 2021-128 and authorization for the Mayor to execute the Florida Division of Emergency Management - Statewide Mutual Aid Agreement

Attachment(s):
1. Resolution 2021-128 Mutual Aid Agreement.SGS
2. MD SMAA-2018-version

Prepared by:	John McKinney, Finance Director	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 10/27/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Jessica Burnham, City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

RESOLUTION NO. 2021-128

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF STATEWIDE MUTUAL AID 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.

WHEREAS, the State of Florida Emergency Management Act, Florida Statutes, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, Florida Statutes, Chapter 252 also authorizes the request, provision and receipt of interjurisdictional mutual aid among the political subdivisions within the State of Florida; and

WHEREAS, in preparation for future emergency events, the City of Mount Dora recognizes that it is in the best interest of its residents and business citizens to approve the updated State of Florida Division of Emergency Management Statewide Mutual Aid Agreement.

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 Statewide Mutual Aid Agreement and Authorization to Execute. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, we hereby approve the Statewide Mutual Aid Agreement attached hereto as **Exhibit "A"** and authorize the Mayor or a designee thereof to execute the same on behalf of the City.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions 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 pertaining to the State of Florida Division of Emergency Management Statewide Mutual Aid Agreement, 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 2nd day of November, 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

Exhibit "A"
State of Florida Division of Emergency Management
Statewide Mutual Aid Agreement

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes**,** regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By: _____

Title: City Clerk

CITY OF Mount Dora
STATE OF FLORIDA

By: _____

Title: Mayor

Date: _____

Approved as to Form:

By: _____
City Attorney

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Mount Dora

Mailing Address: 510 N Baker St.
Mount Dora FL 32757

Authorized Representative Contact Information

Primary Authorized Representative

Name: Patrick Comiskey
Title: City Manager
Address: 510 N Baker St Mount Dora FL 32757
Day Phone: 352-735-7126 Night Phone: 352-901-2097
Facsimile: Email: comiskeyp@cityofmountdora.com

1st Alternate Authorized Representative

Name: John McKinney
Title: Finance Director
Address: 510 N Baker St Mount Dora FL 32757
Day Phone: 352-735-7118 Night Phone: 352-531-4035
Facsimile: Email: mckinneyj@cityofmountdora.com

2nd Alternate Authorized Representative

Name:
Title:
Address:
Day Phone: Night Phone:
Facsimile: Email:

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management

Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

Requestor Information

Req. Party:		Assisting Party:	
Event:		New/Amended:	
Mission #:		Mission Type:	
Point of Contact Name:		E-Mail Address:	
Phone Number:		Other:	
Deployment Dates (including travel dates) Date Needed:		Date Released:	
Deployment Location:		Facility Name:	
City:		Zip Code:	

Mission Information

Mission Description:

Resource Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns: If **YES**, please elaborate below

Comments:

Deployment Logistics

Is Lodging Available? If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided? If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided? If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name: Title:

Signature:

Date:

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management

Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

Assisting Party Information

Assisting Party		Requesting Party:	
Event:		New/Amended:	
Mission #:		Mission Type:	
Point of Contact Name:		E-Mail Address:	
Phone Number:		Other:	
Deployment Dates (including travel dates) Date available:		Return Date:	
Deployment Location: City:		Facility Name: Zip Code:	

Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs:	$ -

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

Meals	$ -
Lodging	$ -
Vehicle	$ -
Total Travel	**$ -**

Equipment:	$ -
Commodities:	$ -
Other (Explain in comments):	$ -
Total estimated cost for mission:	**$ -**

Other Comments:

Authorized Representative Approval

Name: Title:

Signature:

Date:

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management
Section II - Personnel Cost Estimate

Name	Regular Salary Rate	Fringe Benefit Hourly Rate	Regular Hours Per Day	OT Hourly Rate	OT Hours Worked Per Days	Total Daily Cost	Number of Mission Days	Total Mission Cost
EXAMPLE: Sarah Smith	*$ 10.00*	*$ 0.70*	*8*	*$ 15.00*	*4*	*$ 145.60*	*16*	*$ 2,329.60*
		$ 27.00				$ -		$ -
						$ -		$ -
						$ -		$ -
						$ -		$ -
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Total Personnel Estimate: $ -

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management

Section II - Travel Cost Estimate

Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

Name	Breakfast	Lunch	Dinner	Daily Rate	Daily Total	Number of Mission Days	Total Mission Cost
EXAMPLE: Sarah Smith	*$ 6.00*	*$ 11.00*	*$ 19.00*	*$ -*	*$ 36.00*	*16*	*$ 576.00*
					$ -		$ -
					$ -		$ -
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Total Meals & Per Diem Estimate: $ -

Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
EXAMPLE: Hotel	*$ 150.00*	*1*	*14*	*$ 2,100.00*
				$ -
				$ -
				$ -
				$ -
				$ -

Total Estimated Lodging: $ -

Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
EXAMPLE: Economy Rental			*$ 35.00*	*16*	*$ 200.00*	*$ 760.00*
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -

Total Vehicle Estimate: $ -

Total Estimated Travel: $ -

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management

Section II - Equipment

2019 FEMA Equipment rates are included at the end of this workbook. Equipment Rates include depreciation, overhead, all maintenance, field repairs, fuel, lubricants, and tires. Labor costs of operators are not included.

Equipment Type	FEMA Equipment Code #	FEMA Equipment Rate	Hours Per Day	Days Per Deployment	Total Mission Cost
EXAMPLE: 6000 LB Forklift	*8301*	*$ 14.73*	*6*	*14*	$ 1,237.32
					$ -
					$ -
					$ -
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					$ -

Total Equipment Estimate: $ -

Statewide Mutual Aid Agreement Form B

Florida Division of Emergency Management

Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
EXAMPLE: Sleeping Bag	*$ 35.00*	*1*	*bedding at base camp*	*$ 35.00*
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Total Commodities Estimate: $ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
EXAMPLE: Laundry Services	*Service not provided at base camp*	*$ 25.00*

Total Other Costs Estimate: $ -

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2019 Updated Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$ 98.55
8040	Ambulance			to 150		hour	$ 28.09
8041	Ambulance			to 210		hour	$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	$ 34.93
8064	Hydraulic Post Driver					hour	$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	$ 43.17
8070	Automobile			to 130	Transporting people.	mile	$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$ 16.05
8075	Motorcycle, Police					mile	$ 0.505
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$ 33.06
8126	Swamp Buggy	Conquest		360		hour	$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	$ 302.01
8145	Jet Ski	3-seater				hour	$ 27.70
8146	Jet Ski					hour	$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	$ 25.28
8157	Sweeper, Pavement			to 110		hour	$ 78.79
8158	Sweeper, Pavement			to 230		hour	$ 102.03
8180	Bus			to 150		hour	$ 21.60
8181	Bus			to 210		hour	$ 25.82
8182	Bus			to 300		hour	$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	$ 18.83
8184	Back-Pack Blower			to 4.4		hour	$ 1.53
8185	Walk-Behind Blower			13		hour	$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	$ 2.10
8193	Skidder	model 748 E		to 173		hour	$ 56.25
8194	Skidder	model 648 G11		to 177		hour	$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$ 193.95
8199	Log Trailer	40 ft		0		hour	$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	$ 28.72
8220	Compactor			to 10		hour	$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	$ 26.90
8225	Compactor, Sanitation			to 300		hour	$ 96.11
8226	Compactor, Sanitation			to 400		hour	$ 154.63
8227	Compactor, Sanitation			535		hour	$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	$ 16.22
8240	Feeder, Grizzly			to 35		hour	$ 25.47
8241	Feeder, Grizzly			to 55		hour	$ 33.55
8242	Feeder, Grizzly			to 75		hour	$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	$ 65.14
8252	Dozer, Crawler			to 160		hour	$ 98.77
8253	Dozer, Crawler			to 250		hour	$ 153.35
8254	Dozer, Crawler			to 360		hour	$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	$ 317.49
8256	Dozer, Crawler			to 850		hour	$ 358.48
8260	Dozer, Wheel			to 300		hour	$ 66.26
8261	Dozer, Wheel			to 400		hour	$ 101.22
8262	Dozer, Wheel			to 500		hour	$ 184.08
8263	Dozer, Wheel			to 625		hour	$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$ 224.01
8436	Pick-up, Asphalt			to 110		hour	$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$ 8.05
8473	Pump			to 15	Hoses not included.	hour	$ 12.08
8474	Pump			to 25	Hoses not included.	hour	$ 13.77
8475	Pump			to 40	Hoses not included.	hour	$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$ 27.45
8477	Pump			to 95	Hoses not included.	hour	$ 32.77
8478	Pump			to 140	Hoses not included.	hour	$ 41.84
8479	Pump			to 200	Hoses not included.	hour	$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$	35.84
8620	Tub Grinder			to 440		hour	$	98.30
8621	Tub Grinder			to 630		hour	$	148.62
8622	Tub Grinder			to 760		hour	$	189.56
8623	Tub Grinder			to 1000		hour	$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	$ 38.88
8644	Trailer, Covered Utility Trailer	(7’ X 16’)		0	Move by Tractor to Location	hour	$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$ 30.33
8646	Trailer, Dodge	8' x 32’ flatbed water	25,000 MGVW	200	4x2-Axle	hour	$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	$ 146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	$ 18.35
8745	Van, step	model MT10FD		300		hour	$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	$ 22.68
8750	Vehicle, Small			to 30		hour	$ 6.41
8753	Vehicle, Recreational			to 10		hour	$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	$ 42.33
8800	Truck, Pickup				When transporting people.	mile	$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$	24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$	14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$	22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$	22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$	26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$	26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$	27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	$	1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	$	1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$	53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$	118.50
8824	Skidder	model Cat 525B		up to 160		hour	$	64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$	128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$	40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$	32.01
8842	Mobile Command Trailer	(8’ X 28’) with 7.5 KW Generator		0	Move to Location by Tractor	hour	$	14.73
8843	Mobile Response Trailer	(8’ X 31’) with 4.5 KW Generator?		0	Move to Location by Tractor	hour	$	13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$	86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$	31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$	20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	$	31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$	50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	$	55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$	47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	$	42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$	68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$	45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$	98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$	11.11
8871	Light Tower	2004 Allmand				hour	$	6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	$	49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206B3		420		hour	$	467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206BR		420		hour	$	489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$	575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$	585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$	763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$	625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$	476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$	507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$	2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$	5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$	10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$	620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$	607.92
8913	Helicopter	Model Bell-206L4		726		hour	$	570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$	1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$	738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$	1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$	466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	$	1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	$ 6.44

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Approval of Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services for Donnelly Park Pavilion Repairs

Introduction:

This is a request for City Council to approve the Task Authorization/Guaranteed Maximum Price (GMP) for Construction Manager at Risk (CMAR) Services by Evergreen Construction for Donnelly Park Pavilion Repairs.

Discussion:

Due to wear and tear, Donnelly Park Pavilion has incurred damage requiring repair. In September 2021, the City sought a review of the facility and estimates from Evergreen Construction, which was selected by Staff as one of the Citywide CMAR vendors approved for projects less than $2 million on April 7, 2020 (Resolution No. 2020-24, see Attachment 1). Staff selected Evergreen Construction due to their extensive experience with parks facilities.

Representatives for Evergreen Construction assessed the condition of the Donnelly Park Pavilion in September 2021. It was determined that the pavilion will need repair of the interior drywall and painting, repair of exterior wood siding at all four (4) roof dormers and exterior wood surfaces, repair of existing metal roofing ridge cap, and installation of two (2) solar ventilation fans. A 10% contingency is included in the GMP.

Budget Impact:

The GMP for the pavilion repairs is $55,385. There are funds available within General Fund Building Maintenance Division budget. However, due to the price of the repairs, this would be treated as a Capital Project. Therefore, the project, if approved, will be charged to the General Construction Fund. A budget amendment will be brought back at a later date for Council approval.

Strategic Impact:

Infrastructure, Economic Development: Repair of the Donnelly Park Pavilion maintains important City infrastructure and contributes to the economic development of the Historic Downtown area.

Recommendation Staff recommends City Council approve the Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services for Donnelly Park Pavilion repair.

Attachment(s):

1. Attachment 1 - Reso No. 2020-24 (CMAR) Services for Citywide Projects less than $2million
2. 22-022 Donnelly Park Pavilion - Evergreen Task Authorization Citywide CMAR.SGS

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Robert Harper, Stormwater and Building Maintenance Manager	Approved - 10/26/2021
	John McKinney, Finance Director	Approved - 10/27/2021
	Chet Cramer, Project Manager	Approved - 10/27/2021
	Sherry Sutphen , City Attorney	Approved - 10/27/2021
	Jessica Burnham, City Clerk	Approved - 10/27/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

ATTACHMENT #1

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR CITYWIDE PROJECTS LESS THAN TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 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.

WHEREAS, the City has competitively solicited for construction manager at risk services for Citywide projects which are less than Two Million Dollars, pursuant to the City's Purchasing Policy and RFQ-19-GS-018; and

WHEREAS, the evaluation committee ranked the proposals during the selection process and Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., were deemed to be the most responsive, responsible and qualified firms to provide construction manager at risk services on an as needed basis for Citywide projects which are less than Two Million Dollars as contemplated by RFQ-19-GS-018; and

WHEREAS, on September 19, 2019, pursuant to Resolution 2020-137, the City authorized negotiations with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., for construction manager at risk services for Citywide projects which are less than Two Million Dollars; and

WHEREAS, the City has successfully negotiated contracts with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., and has determined that it is in its best interest to approve the execution of the same.

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 Agreement and Authorization to Execute.

A. The Agreement with Evergreen Construction Group of Florida, LLC, attached hereto as **Exhibit "A"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

B. The Agreement with Faden Builders, Inc., attached hereto as **Exhibit "B"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

C. The Agreement with Wharton-Smith, Inc., attached hereto as **Exhibit "C"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions 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 pertaining to the solicitation for construction manager at risk services for Citywide projects which are less than Two Million Dollars, 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.

Signatures on Following Page

PASSED AND ADOPTED this 7th day of April, 2020.

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

ATTEST:

Jessica Burnham on behalf of
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

Exhibit "A"
Agreement with Evergreen Construction Group of Florida, LLC
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Evergreen Construction Management, Inc., 30941 Suneagle Drive, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Evergreen Construction Group of Florida, LLC

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.

2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction

schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:
Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and

approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction

Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's

representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction

and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and

all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with

the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the

Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of

work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees,

affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA / Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports

Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order,

memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the

Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY
The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's

Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith.

The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit E""**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including

accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph 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 Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance

evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;
H. The termination date;
I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough

properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material

is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all

other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-

membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which 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 Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Evergreen Construction Management, Inc. 30941 Suneagle Drive Mount Dora Florida 32757

18.9 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.

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that

all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager 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, sexual orientation, gender identity 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. The Construction Manager 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.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager 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 the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager 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.

6. The Construction Manager 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.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager 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 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.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) 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. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower

tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager 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.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's

Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Joanne Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

S G Sutphen

Sherry G. Sutphen
City Attorney

EVERGREEN CONSTRUCTION MANAGEMENT, INC.

By: _____

Print: Mark Stracher

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Mark Stracher, the President of Evergreen Construction Management, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16th day of April, 2020.

(stamp)

Rita Conyers
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Lita Conyers
My Commission GG 130496
Expires 09/07/2021

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:
Name
Address

TO CONSTRUCTION MANAGER:
Name
Address

Copy to:
__Architect
__Engineer
__Field
__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____

Print: _____

Date of Substantial Completion:

_____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO: 001
PERIOD TO: 03/25/2020
PROJECT NOS.: 1810008

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Evergreen Construction
30941 Suneagle Drive
Mt Dora, FL 32757

VIA ARCHITECT:

CONTRACT DATE: 01/23/2020

CUSTOMER CONTRACT ID:
#02-856137

DESCRIPTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in cor
Continuation Sheet.

1. ORIGINAL CONTRACT SUM .....
2. Net change by Change Orders .....
3. CONTRACT SUM TO DATE (Line 1 + 2) .....
SCHEDULE OF VALUE .....
4. TOTAL COMPLETED & STORED TO DATE .....
5. RETAINAGE:
a. 3.41% of Completed Work
(Columns D + E)
b. 0.00% of Stored Material
(Column F)
Total Retainage (Line 5a + 5b) .....
6. TOTAL EARNED LESS RETAINAGE .....
7. LESS PREVIOUS APPLICATIONS FOR PAYMENTS
8. CURRENT PAYMENT DUE .....
9. BALANCE TO FINISH, INCLUDING RETAINAGE ...

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	0.00	0.00
Total approved this Month:	0.00	0.00
TOTALS:	0.00	0.00
NET CHANGES by Change Order:	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Evergreen Construction

By: _____ Date: _____

Jerry Schafrath / Senior Executive CFO

State of: _____ County of: _____

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

TO: **From:**

Project Name:
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
1	01 - Staffing & Site Requirements									0
2	GL Insurance									0
3	02 - Demolition & Site Work									0
4	03 - Concrete									0
5	05 - Metals									0
6	06 - Carpentry & Millwork									0
7	07 - Firestopping, Moisture & Thermal Protection									0
8	08.1 - Doors, Windows									0
9	08.4 - Glass & Storefront									0
10	09.1 - Drywall									0

CONTINUATION SHEET

TO: **From:**

Project Name:
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
11	9.2 - Ceilings									
12	9.3 - Flooring									
13	9.5 - Painting									
14	10 - Specialities									
15	15.1 - Fire Protection									
16	15.2 - HVAC & Plumbing									
17	16 - Electrical									
18	Contingency									
19	Fee									
	Totals:									

Exhibit "B"
Agreement with Faden Builders, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Faden Builders, Inc, 1194 Camp Avenue, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Faden Builders, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update,

revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for

completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	**Policy Holder's Rating**	**Required Financial Rating**
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and

shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP).* The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14 %
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph 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 Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to

assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's

Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such

nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the

American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which 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 Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Faden Builders, Inc. 1194 Camp Avenue Mount Dora Florida 32757

18.9 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.

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager 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, sexual orientation,

gender identity 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. The Construction Manager 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.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager 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 the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager 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.

6. The Construction Manager 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.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules,

regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager 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 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.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) 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. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager 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.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Jessica Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

S G Sutphen

Sherry G. Sutphen
City Attorney

FADEN BUILDERS, INC.

By: Todd M Faden
Print: TODD M. FADEN
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Todd M. Faden, the President of Faden Builders, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 03 day of April, 2020.

(stamp) JOAN D. LETOURNEAU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG224884
Expires 6/11/2022

NOTARY PUBLIC, State of Florida

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:	**TO CONSTRUCTION MANAGER:**	Copy to:
Name	Name	__Architect
Address	Address	__Engineer
		__Field
		__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print:_____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

To Owner:		Contractor:	
Attn. Owner's Rep:		Submitted By:	
Address:		Street Address:	
City/State/Zip:		City/State/Zip:	

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress _____ or Final _____
Period Covered:	**Date Submitted:**	

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%		Previously Completed	%	Completed To Date	%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
TOTALS w/SALES TAX	$0.00	0.00			0.00		0.00	

Required Signatures:	
Contractor Signature	Date
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	**Accounting:**	**Owner:**
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

To Owner:		Contractor:	Faden Builders, Inc.
Attn. Owner's Rep:		Submitted By:	Todd M. Faden
Address:		Street Address:	1194 Camp Avenue
City/State/Zip:		City/State/Zip:	Mount Dora, FL 32757

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress ☐	or Final ☐
Period Covered:	**Date Submitted:**		

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%	Previously Completed	%	Completed To Date	%
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
TOTALS/SALES TAX	$0.00	0.00		0.00		0.00	

Required Signatures:	
Contractor Signature	Date 1/0/00
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	**Accounting:**	**Owner:**
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

Exhibit "C"
Agreement with Wharton-Smith, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Wharton-Smith, Inc, 750 Monroe Road, Sanford, Florida 32771 hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Wharton-Smith, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional

copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule

and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction

will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:
Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as

necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-

Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP).* The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%

$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction

of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal,

transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph 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 Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice

to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such

price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the

materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which 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 Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Owner and the Construction

Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Wharton-Smith, Inc. 750 Monroe Road Sanford, Florida 32771

18.9 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.

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity or national origin. The Construction Manager 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, sexual orientation, gender identity 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. The Construction Manager 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.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager 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 the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager 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.

6. The Construction Manager 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.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager 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 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.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) 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. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager 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.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Jessie Burnham on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
Sherry G. Sutphen
City Attorney

WHARTON-SMITH, INC.

By:
Print: Darin A. Crafton
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Darin A. Crafton, the Executive VP of Wharton-Smith, Inc., who personally swore or affirmed that he/~~she~~ is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who ~~did~~/did not take an oath this 9th day of April, 2020.

(stamp)

KIMBERLY A MURRAY
Notary Public - State of Florida
Commission # GG 217683
My Comm. Expires Jun 11, 2022
Bonded through National Notary Assn.

Kimberly A. Murray
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:
Name
Address

TO CONSTRUCTION MANAGER:
Name
Address

Copy to:
__Architect
__Engineer
__Field
__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____

Print:_____

Date of Substantial Completion:

_____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :

PROJECT:

APPLICATION NO.: **1**
PERIOD TO: **1/0/1900**
PROJECT NOS.:
CONTRACT DATE: **1/0/1900**
W/S JOB NO.: **0**

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

ATTN:

FROM (CONTRACTOR):
WHARTON-SMITH, INC.
750 Monroe Rd.
Sanford, FL 32771

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	0.00
5. RETAINAGE:		
0.00 of Completed Work (Columns D + E on G703)	0.00	
0.00 of Stored Material (Column F on G703)	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$	
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: January 6, 2020
Ronald F,. Davoli -President/CEO

State of: FLORIDA

County of: SEMINOLE

Subscribed and sworn to before me this January 6, 2020

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only ot the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

CONTINUATION SHEET

AIA DOCUMENT G703

~~2 of 2 PAGES~~

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contracor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 1/6/2020
PERIOD TO: 1/0/1900
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	M
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1		-		-		-	#DIV/0!	-	0.00
2				-		-	#DIV/0!	-	0.00
3				-		-	#DIV/0!	-	0.00
4				-		-	#DIV/0!	-	0.00
5				-		-	#DIV/0!	-	0.00
6				-		-	#DIV/0!	-	0.00
7				-		-	#DIV/0!	-	0.00
8				-		-	#DIV/0!	-	0.00
9				-		-	#DIV/0!	-	0.00
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11				-		-	#DIV/0!	-	0.00
12				-		-	#DIV/0!	-	0.00
13				-		-	#DIV/0!	-	0.00
14				-		-	#DIV/0!	-	0.00
15				-		-	#DIV/0!	-	0.00
16				-		-	#DIV/0!	-	0.00
17				-		-	#DIV/0!	-	0.00
18				-		-	#DIV/0!	-	0.00
19				-		-	#DIV/0!	-	0.00
20				-		-	#DIV/0!	-	0.00
21				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
	GRAND TOTALS	$ -	$ -	$ -	$ -	$ -	#REF!	$ -	

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20006-5232

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Evergreen Construction Management, Inc., (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:
Chet Cramer

Construction Manager Contact:
Richard Charleson

Project Name:
Donnelly Park Pavilion Repairs

Project Number:
22-022

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name: Richard Charleson	**Print Name:**
Title: Pre-Construction Director	**Title:**
Signature:	**Signature:**
Date: October 26, 2021	**Date:**

Exhibit A – Scope of Work

Evergreen will repair the interior drywall walls (fix corner beads and patch holes) and paint the walls and ceilings in the main pavilion room. Additionally, Evergreen will repair the damage to the exterior wood siding at all four roof-(4) roof dormers **and repaint all exterior wood surfaces to match existing color scheme. Finally, Evergreen shall remove the existing metal roofing ridge cap, inspect for ventilation, make necessary repairs, and re-install the ridge vent plus provide two-(2) solar ventilation fans. Any rotten wood shall be replaced on a time-and-material basis.**

Exhibit B – GMP

Superintendent	30 MH @ $95	2,850
Vehicle / Telephone / Office Supplies		150
Drywall Repairs Inside		2,400
Paint Interior Drywall Ceilings and Walls		1,850
Remove and Replace Dormer Siding		3,000
Paint Dormer Siding		1,200
Materials		585
Power Wash Exterior		**450**
Prep & Paint Exterior		**23,900**
Exterior Paint Materials		**3,000**
Roof Repairs		**2,800**
Solar Roof Fans (2 each at $1,500)		**3,000**
Subtotal		$45,185
General Liability Insurance		588
Contractor's Fee		4,577
Contingency at 10%		5,035
Total		$55,385

- Excludes any costs for permitting and bond.
- Excludes repairs to interior wood trims and roof underlayment to be performed on a time & material basis.

Exhibit C – Basic Schedule

Lead time for procurement of the siding materials is one week and solar fans are two weeks. Work to be completed in approximately three-(3) weeks upon procurement of materials.

Exhibit D – Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Chris Sadowski (Evergreen Construction)

Exhibit E – Construction Manager's Staff
Principal: Mark Starcher
Pre-Construction Director: Richard Charleson
Project Manager: Chris Sadowski

Exhibit F – Subcontractors
Paint Works & More
Eustis Roofing

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Request Adoption of Resolution No. 2021-129 Neighborhood Tree Program

Introduction:

The intent of the neighborhood tree program is to allow qualifying properties to have trees to be planted within 20 foot of the City right-of-way with residential consent to better promote and maintain Mount Dora's "Tree City USA" urban forest canopy.

Discussion:

Mount Dora is a "Tree City USA" community. The City has over 7,000 trees inventories in the City's right-of-way (ROW) per the City-commissioned E-Science Inventory Report. The City's Public Works Staff monitor and maintain the trees. The City values the value of the tree canopy in its neighborhood, parks and along street ROW. As the trees mature, some are starting to age-out and will need to be removed. Staff replaces removed trees where possible, but some trees cannot be replanted in the ROW safely. ROW replanting challenges range from water mains and stormwater conflicts to overhead power line conflicts.

The City's new Arborist, Robert Harper, has proposed an innovative program to help maintain the tree canopy that cannot be replaced back in the ROW. The neighborhood tree program provides free trees to the community. On October 5, 2022 staff presented the draft neighborhood tree program as attached for reference. In summary, the free tree program allows a new tree to be moved back from any conflicts in the ROW up to 20 feet on the adjacent residential property with their consent to maintain the neighborhood tree canopy. The program is simple, the homeowner and City Arborist will meet on-site to determine the best tree and location jointly. City staff will plant the new tree, the same as they would have in the ROW, with the signed agreement that allows staff to enter the property to plant a tree. The resident also agrees to care for tree after it is planted.

Staff recommends the City Council review the program and adopt the Free Tree Program to

promote and maintain Mount Dora's "Tree City USA" urban canopy.

Budget Impact:

The neighborhood tree program is free to the residents and is cost neutral to the city tax payers. The first come first serve program is funded by the Tree Bank Fund. The FY 2022 budget includes $10,000 for the residential tree program. In future years, the neighborhood tree program will be funded annually with the adoption of the budget each year.

The Tree Bank Fund collects money from new development properties that remove trees that cannot be restored on the same property. Collection of funds for the Tree Bank Fund is administered by the City Planning Department. Public Works utilizes the funds for annual tree replacements in City right-of-ways, city projects and with the neighborhood tree program. The City also has a valued partnership with the Friends of the Environment, who also provide the city's free trees.

Strategic Impact:

Maintain Mount Dora's Tree USA urban canopy.

Recommendation Approval of Resolution No. 2021-129 Neighborhood Tree Program

Attachment(s):

1. Neighborhood Tree Program

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 10/28/2021
	John McKinney, Finance Director	Approved - 10/28/2021
	Sherry Sutphen , City Attorney	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

Neighborhood Tree Program

Proposed for October 1, 2021

CITY OF MOUNT DORA
PUBLIC WORKS AND UTILITIES

Neighborhood Tree Goals

1) **Increases available planting areas**

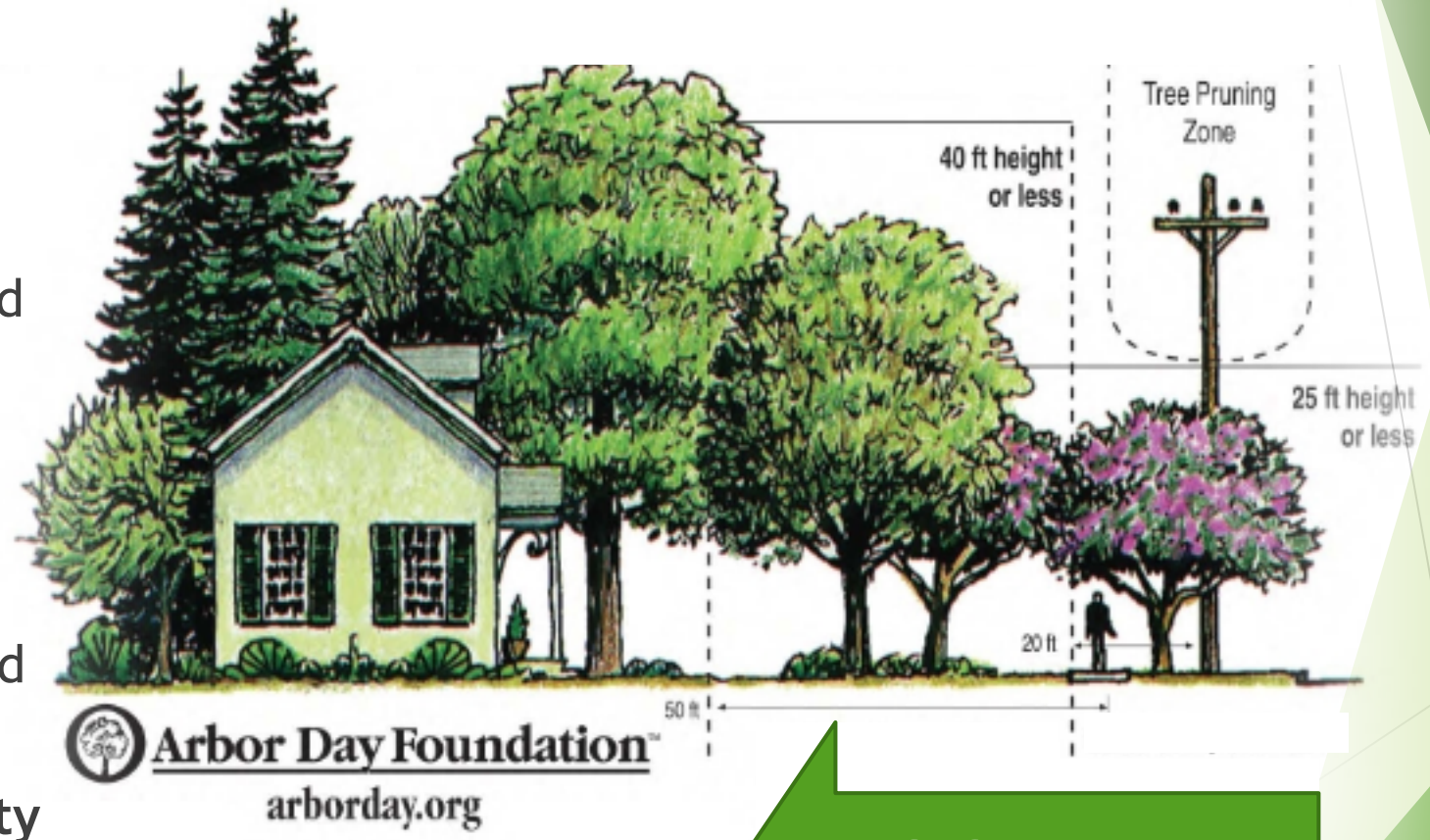
2) **Encourages "Right Tree, Right Place"**

3) **Protects utilities**, increasing reliability and maintenance costs

4) **Promotes a healthy tree environment**

5) **Sustains Mount Dora's Urban Forest** and canopy

6) **Reinforces "Tree City USA"** commitment



20 Foot

Right Tree, Right Place

Protects utilities and helps trees thrive.

Utility Pruning is expensive and challenging

Need Picture

Proper trees, planted at the proper distance protect utilities, protect the trees, and reduce expenses

- Need Picture

Replenishes Trees

Older trees are beautiful, but dangerous at end of life

Protects utilities and helps trees thrive

Protects utilities and helps trees thrive

Need 2 Pictures: Aged Tree and Rotten Core

The Neighborhood Tree Program

1) Arborist meets with applicants to review right tree, right place options

2 Applicant agrees to right-of-entry and indemnification for Tree Planting

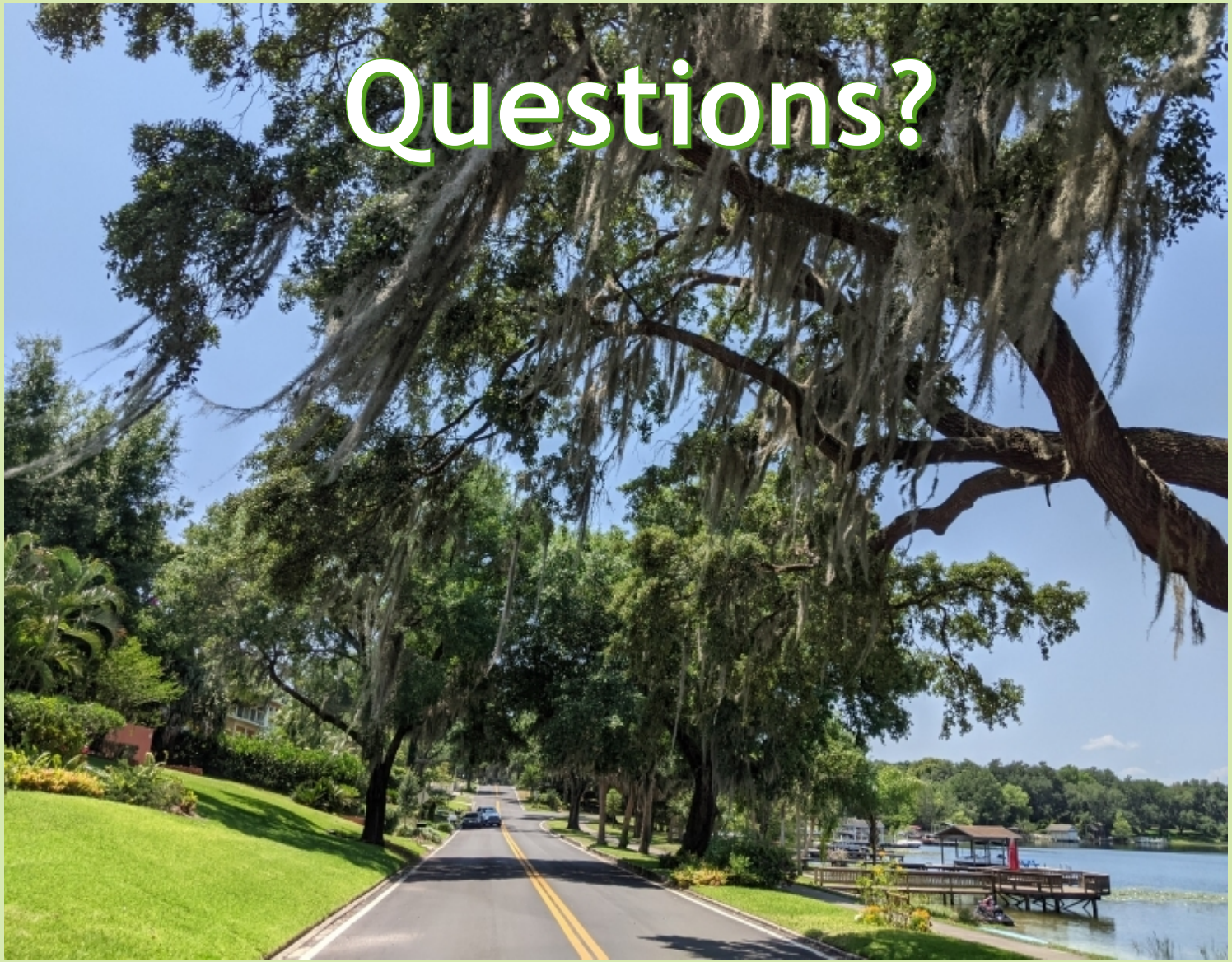
4) City schedules planting

5) Resident provided care instructions to maintain their new tree

Potential species include: Live Oak, Nutall Oak, Winged Elm, Bluff Oak, Tabebuia IPE, Crape Myrtle, Japanese Blueberry, Yellow Tabebuia

Application

Need Copy
of
Application



Mount Dora Public Works (352)735-7151

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Approval of Settlement Agreement with Jean Weece

Introduction:
This is a request for City Council to approve a Settlement Agreement with Jean Weece stemming from the lawsuit filed in the Fifth Judicial Circuit Court, in and for Lake County, Florida, under case number 35-2020-CA-001896, Jean Weece *v. City of Mount Dora*.

Discussion:
On December 7, 2020, Jean Weece filed a lawsuit against the City stemming from a motor vehicle accident that occurred on October 8, 2019. On Tuesday, October 26, 2021, the parties attended mediation and the City's insurance carrier has encouraged the settlement under the terms and conditions of the Settlement Agreement.

Budget Impact:
The City's deductible amount for the claim is $5,000.

Strategic Impact:
Settlement will substantially limit the City's exposure and reduce defense costs as this is a case of potential liability against the City.

Recommendation Staff recommends City Council approve the Settlement Agreement.

Attachment(s):

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Sharon Kraynik, Human Resources Director Approved - 10/27/2021

Sherry Sutphen , City Attorney	Approved - 10/27/2021
Charles Revell, Interim City Manager	Final Approval - 10/28/2021

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Request Adoption of Resolution No. 2021-123, approving the City Facility Naming Policy

---

Introduction:

This is an opportunity for Council members to review a proposed City policy for the naming of parks and recreational facilities.

Discussion:

The City Manager, per the City Charter, has the responsibility as the chief administrative officer of the City of Mount Dora for the administration of all City affairs placed in their charge. As such, it is necessary to provide standardized policies and procedures for all City departments.

The City Facility Naming Policy - The purpose of this policy is the establishment of guidelines for the selection of names for City facilities.

The act of naming a facility is significant and meaningful, impacting public awareness and City identity. It is usually meant to be a permanent act, and therefore should be approached in a thoughtful manner.

During a Council discussion in February 2020, it was asserted that a clear facility naming policy should be in place in the event of a request to name a City facility in honor of a citizen who has contributed to the City in some special way. The naming of City facilities was originally addressed in a policy combining guidelines for the naming of both City streets and City facilities. However, facilities sometimes provide unique naming opportunities to commemorate individuals who, through their contributions, have helped to provide a worthy and enduring legacy for the City.

In order for the City's naming decisions to be fair and transparent, the attached policy is now submitted for Council approval.

An additional policy extracted, in part, from the original combined policy, and now specific only to the renaming of City streets, is being submitted for Council review as a separate agenda item on November 16, 2021.

Budget Impact:
There is no budget impact for this item.

Strategic Impact:
This policy accomplishes Objective 1.4 of Goal 1 of the City's Strategic Plan: Economic Development-Developing a standard brand image, and offers opportunity to satisfy Objective 3.1 of Goal 3: Fiscal Resources-Seek to create public and private partnerships to conserve government funds and resources for priority projects.

Recommendation Council approve the new City Facility Naming Policy.

Attachment(s):
1. 2021-123City Facility Naming Policy.SGS
2. Exhibit A Naming City Parks and Recreational Facilities.SGS_ADA

Prepared by:	Jeanann Hand, Administrative Coordinatior	
Reviewed by:	Amy Jewell, Leisure Services Director	Approved - 10/25/2021
	John McKinney, Finance Director	Approved - 10/26/2021
	Sherry Sutphen , City Attorney	Approved - 10/27/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Jessica Burnham, City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

RESOLUTION NO. 2021-123

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO CITY FACILITY NAMING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR POLICY; PROVIDING FOR ADOPTION OF THE POLICY; 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 adopts and maintains various policies in the best interest of its citizens and visitors; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt a City Facility Naming Policy.

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. Repeal of Prior Policy. The Naming or Renaming of City Streets and Facilities Policy adopted under City of Mount Dora Resolution 2018-35, on April 3, 2018, which was executed by the City Manager on June 26, 2018, is hereby repealed.

SECTION 3. Adoption of Policy. The City of Mount Dora hereby adopts the City Facility Naming Policy attached hereto as **Exhibit "A"**.

SECTION 4. 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 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the City Facility Naming Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of November, 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

EXHIBIT "A"
City Facility Naming Policy

CITY OF MOUNT DORA

POLICY AND PROCEDURES MANUAL

Section:

Subject: Naming of City Facilities

Responsible Dept.: City Manager Division Approval: _____	Approved:_____ Date:_____

Naming City Facilities

Purpose
To establish a policy for the selection of names or for the renaming of City parks, natural areas, recreational facilities, and Trails (singly referred to by name or collectively referred to as "City Facilities").

Scope
This policy shall apply to all requests to name a City park, natural area, recreational facility, or trail.

Policy
It is the policy of the City of Mount Dora that the naming of parks, natural areas, recreational facilities and/or trails will best serve the interests of the City and reflect the significance of a feature and the community it serves, while also providing a worthy and enduring legacy for the City.

Definitions
(appear throughout this policy without capitalization and have the meanings set forth herein)

- *Naming* is the permanent name assigned by the City of Mount Dora to a given park, natural area, recreational facility, or trail.
- *Park* is open space owned or managed by the City of Mount Dora for active or passive recreation and/or aesthetic values. This includes all traditionally designed parks, gardens, and specialized parks under the stewardship of the City of Mount Dora Parks and Recreation Department.
- *Natural Area* is open space owned or managed by the City of Mount Dora for a mix of natural resource and passive recreation values. These properties generally have limited development except for those improvements needed to allow users to access these natural resources.
- *Recreational Facility* is a major structure such as a community center, swimming pool, or fountain located within lands under the stewardship of City of Mount Dora.
- *Trail* is a path in a park, neighborhood or contained within a natural area or other traversable feature. This does not include regional trails which are generally named by the cooperative entities within the region that are connected through the trail.

Naming Prohibitions

1. Names that are currently in use will not be considered.
2. Names that are discriminatory or derogatory will not be considered
3. Company names, Corporate logos, insignias, brands, or direct advertising text shall not be used.

Significant or Historical People

City Facilities may be named in honor of an individual. In such an event, the name given to the City Facility shall be the name of the honoree. The honoree must have a significant tie to the City of Mount Dora. The person should have made a significant contribution to the history, progress, development, or culture of Mount Dora during his or her lifetime. The person must be deceased for at least six (6) months and must have been a resident of the City of Mount Dora at the time the significant contributions were made. Ideally, the person should be directly associated in some way with the City Facility which is be named in their honor.

Major Gifts

Over the years, the City of Mount Dora has benefitted from the generosity of residents, businesses, and foundations. On occasion, the significance of such donations may warrant that consideration be given to requests from either the donor or another party to acknowledge such a gift through naming the City Facility after the donor.

A significant donation made to the City of Mount Dora that adds considerable value to the City of Mount Dora may be recognized through naming.

The donation threshold for considering the naming rights of a City Facility include one or more of the following:

A. Land for the majority of the City Facility was donated to the City in fee simple, free and clear of any unacceptable encumbrances.
B. Contribution of a minimum of 60% of the capital construction costs associated with developing the City Facility.
C. Provision of a minimum 20-year endowment for the continued maintenance, operation and/or programming of a City Facility.

Donors seeking to name a City Facility in honor of an individual must follow the policy established herein related to individual honorees.

Naming Requests

All requests for the naming of City Facilities shall be forwarded to the City Manager's office. The City Manager will ensure the request is in compliance with this policy and place the request on the agenda for final approval by the City Council. The City Council, in its sole discretion, reserves the right to make exceptions to the requirements set forth in this Policy. The decision of the City Council regarding the naming of a City Facility shall be final, subject only to change by further City Council action.

CITY OF MOUNT DORA

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

DATE: **November 2, 2021**

TO: **Honorable Mayor and City Council Members**

FROM: **Charles F. Revell , Interim City Manager** Charles F. Revell

SUBJECT: Board Appointment: Mount Dora Police Officers' Pension

Introduction:
This is a request for City Council to approve Deputy Chief Michael Gibson's appointment to the Mount Dora Police Officers' Pension Board of Trustees.

Discussion:
Pursuant to the City of Mount Dora Police Officers' Pension Fund Summary Plan Description, a fifth Trustee is chosen by a majority of the first four Trustees.

Deputy Chief Gibson will fill the remaining term (June 2025) of the former Trustee Al Rollins.

Budget Impact:
N/A

Strategic Impact:
Deputy Chief Gibson has prior experience serving as the Financial Coordinator for the Orange County Sheriff's Employee Assistance Trust and served as a Non-Attorney Member of the 9th Judicial Circuit Grievance Committee.

Recommendation City Council approve Deputy Chief Michael Gibson's appointment to the Mount Dora Police Officers' Pension Board of Trustees.

Attachment(s):
1. Attachment 1 MDPD Pension Roster
2. Attachment 2 Board of Trustees and Plan Administration

Prepared by:	Alivia Rehn , Administrative Assistant	
Reviewed by:	Brett Meade, Chief of Police	Approved - 10/27/2021
	John McKinney, Finance Director	Approved - 10/28/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Jessica Burnham, City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

ATTACHMENT #1

BOARD OF TRUSTEES
MOUNT DORA
POLICE OFFICERS' PENSION

MEMBERSHIP ROSTER

	Term Expires	Type
Michael Gibson **Board Member** gibsonm@cityofmountdora.com	June 2025	Selected by Trustees & Confirmed by Council
Linda Bokland **Vice Chairman** lbokland@gmail.com	October 2023	Council Appointed
Hector Figueroa **Board Member** figueroah@cityofmountdora.com	October 2022	Elected by Police Officers
Adam McCulloch **Board Member** mccullocha@cityofmountdora.com	October 2023	Elected by Police Officers
Monique Richison **Board Member** moniquesackett@yahoo.com	June 2023	Council Appointed
Alivia Rehn **RMLO** rehna@cityofmountdora.com		

1. BOARD OF TRUSTEES AND PLAN ADMINISTRATION

A. Administration.

(1) The City of Mount Dora Police Officers' Pension Fund is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the Plan. The Board consists of 5 Trustees, 2 of whom shall be legal residents of the City who are appointed by the City Council, 2 of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system and a fifth Trustee who is chosen by a majority of the first 4 Trustees. Each Trustee serves a 4 year term.

(2) DROP participants can be elected as but not vote for elected Trustees.

B. The names and addresses of the current Trustees are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board is designated as agent for the service of legal process.

2. ELIGIBILITY FOR PLAN MEMBERSHIP

Each person employed by the City Police Department as a full-time Police Officer becomes a member of the Plan as a condition of his employment. All Police Officers are therefore eligible for plan benefits as provided for in the plan document and by applicable law.

3. PLAN BENEFITS

All claims for benefits under the Plan shall be made in writing to the Board. It is your responsibility to contact the plan and make a written application for benefits when you are eligible to start receiving your benefit at your normal or early retirement date. You should file your application for benefits with the plan administrator at least 45 days prior to the date that benefits are to commence. Benefit payments shall begin only after a written application is filed and payments shall not be made retroactive to your original eligibility date should you delay in applying for benefits.

A. Normal Retirement Eligibility. You are eligible for retirement upon the earlier of the attainment of age 55 and the completion of 6 years of credited service, or the attainment of age 52 and the completion of 25 years of credited service.

B. Amount of Normal Retirement Benefits. The amount of the normal retirement benefit is based on your credited service and average final compensation:

"Credited Service" is generally your period of employment as a Police Officer in the Police Department measured in years and parts of years. Credited service will include credit for up to five years for a break in employment for military service, pursuant to conditions provided for under state or federal law, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection K. below).

"Average Final Compensation" is 1/12 of your average salary of the 5 best years of the last 10 years of credited service prior to your termination, retirement or death or the career average as a full-time police officer, whichever is greater. A year is defined as 12 consecutive months.

CITY OF MOUNT DORA

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

DATE: **November 2, 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, as well as the Interim Committee Week newsletters for weeks 1, 2 and 3.

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
2. PSM Interim Committee Week 1 Newsletter
3. PSM Interim Committee Week 2 Newsletter

4. PSM Interim Committee Week 3 Newsletter

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Jessica Burnham, City Clerk	Approved - 10/26/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/28/2021
	Charles Revell, Interim City Manager	Final Approval - 10/28/2021

PEEBLES SMITH & MATTHEWS

September 30, 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.

PEEBLES SMITH & MATTHEWS

September 24, 2021
Interim Committee Week 1

The 2022 Legislative Session kicked off this week with legislators trekking to Tallahassee for the first of six committee weeks leading up to the January 11, 2022, official start of "60 days of madness." Before we entertain what is to be in 2022, it's important to look back at 2021. Even though much has changed, much has stayed the same. One significant difference between this time last year and now – budget projections based upon revenue collected by the State of Florida. At this time last year, we were projecting a four-to-five-billion-dollar deficit. As we stand today, bolstered in part by people continuing to spend down savings amassed during the COVID-19 pandemic, Florida general-revenue collections exceeded expectations by 24 percent in July.

Collections of revenue such as sales taxes were $619.8 million above what state economists projected in April, according to a report released Monday by the Legislature's Office of Economic & Demographic Research (EDR). 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 as well as the general population spending down savings. In addition to rosier economic forecasts, the state also has roughly $2.5 billion unappropriated from the American Rescue Plan. Current budget leaders remain fiscally conservative and likely will appropriate more dollars to rainy day funds in 2022.

On the policy front, legislators were in Tallahassee this week for the first committee week, which largely resembled the first week of school. Committees introduced members, discussed issues within their purview, reviewed agency budget recommendations, which were released 9/15/21, and of course, members hosted fundraisers. We will keep you abreast of pertinent legislation as it is filed.

Important Dates

Interim Committee Week 2
October 11th-15th

House and Senate Appropriations Request Forms Due to PS&M
October 15th

Interim Committee Week 3
October 18th-22nd

Interim Committee Week 4
November 1st-5th

Interim Committee Week 5
November 15th-19th

Interim Committee Week 6
Nov 29th-December 3rd

Regular Session Convenes
January 11th, 2022

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

Peebles, Smith & Matthews, Inc.
PO Box 10930, Tallahassee, Florida 32301 | Phone: (850) 681- 7383 | Fax: (850) 681- 7271

PEEBLES SMITH & MATTHEWS

October 15, 2021
Interim Committee Week 2

The second legislative committee week in Tallahassee has concluded with lawmakers hearing multiple agency presentations on a variety of subjects, numerous bills being filed, and 2022 Redistricting efforts moving forward. Both the House and Senate Reapportionment/Redistricting Committees met this week to discuss the avenues for which the public will be allowed to participate, through comment or submittal of proposed district maps. Much attention will be paid to the numerous maps that will be submitted compared with the final product drawn by Republicans. The House Pandemic & Public Emergencies Committee met to hear a presentation from Willis Towers Watson, a firm the Speaker contracted with the determine vulnerable assets and risk management strategies for Florida as it relates to cybersecurity, and other infrastructure vulnerabilities. Next week, the week of the 18th, the third committee week of six will commence.

Reminder- Appropriations Project Requests- FY 2022-23

If you are planning to request funding from the Legislature for FY 2022-23 and have not yet submitted the House and Senate forms to PS&M, please do so as soon as possible.

If you have questions or need assistance, please contact Angela (Angela@psmfl.net).

Important Dates

House and Senate Appropriations Request Forms Due to PS&M
October 15th

Interim Committee Week 3
October 18th-22nd

Interim Committee Week 4
November 1st-5th

Interim Committee Week 5
November 15th-19th

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Florida Economic Overview

A report from the Legislature's Office of Economic & Demographic Research (EDR) released Monday showed that Florida collected $327.9 million more in general revenue in August than had been projected. Much of the increase, $248.2 million, came from higher-than expected sales-tax collections.

As stated in the report, "August collections reflect activity that largely occurred in July, which continued to benefit from the most recent round of stimulus checks to households, redirected spending from the hard-hit service sector and some consumers' ability to draw down atypically large savings that built up during the pandemic."

In the latest estimates, the state was expected to bring in slightly more than $2.7 billion in general revenue in August. It collected about $3.028 billion. The largest chunk of general revenue collected during the month, nearly $2.44 billion, came from sales taxes. The next largest amount was $154.6 million in documentary-stamp taxes, $23.6 million above estimates.

Estimates from state economists will play a critical role when the Legislature convenes for session in January to craft a spending plan for FY 2022-23.

Legislation Filed

SB 452 (Perry) Public Health – SB 452 prohibits counties and municipalities, under Chapter 381.0016, Florida Statutes, from requiring citizens of the United States to submit to any medical procedure or receive any medical treatment. The bill does not define what constitutes a medical procedure. SB 452 also prohibits local governments, including school boards, from mandating face masks.

PEEBLES SMITH & MATTHEWS

October 22, 2021
Interim Committee Week 3

The third interim committee week has concluded with lawmakers continuing to hear presentations from state agencies, panel discussions on a variety of topics, and a number of bills being filed. So far, over 600 bills have been filed for the 2022 Legislative Session with appropriations projects accounting for nearly a quarter of the bills filed.

The Senate had a relatively short week in Tallahassee with committee meetings concluding prior to lunch on Wednesday for the week. On Tuesday, Senator Kathleen Passidomo was designated as Florida's next Senate President and will take over from President Simpson following next year's elections, as long as Republicans retain control of the chamber.

She is only the third woman ever to lead the chamber. Senator Passidomo was elected to the Senate in 2016 after three terms in the Florida House.

Lastly, on Thursday, during a press conference in Clearwater, Governor DeSantis announced plans to call a special session on banning vaccine mandates.

The legislation DeSantis would like to see passed include a proposal that makes clear it is unlawful for governments to mandate the vaccine for government employees. The second proposal mentioned would hold businesses liable for any medical harm/adverse reaction that results from a mandatory vaccination. Additionally, Governor DeSantis discussed legislation allowing parents to collect attorney's fees if they win a lawsuit against a school district for enacting illegal coronavirus restrictions.

We're hearing the special session will take place the second week of November, though this has not been confirmed. We will continue to share details as they emerge.

Important Dates

Interim Committee Week 4
November 1st-5th

Interim Committee Week 5
November 15th-19th

Interim Committee Week 6
Nov 29th-December 3rd

Regular Session Convenes
January 11th, 2022

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

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PO Box 10930, Tallahassee, Florida 32301 | Phone: (850) 681- 7383 | Fax: (850) 681- 7271

Reapportionment Update

On Monday, Senate Reapportionment Committee Chairman Ray Rodrigues said that maps for new congressional and state legislative districts drawn by lobbyists, political organizations, and regular citizens and submitted to the state website won't be considered unless they are sponsored by a state senator. Senator Rodrigues also said the committee will only take up maps that make it through other subcommittees.

The committee discussed standards for maps that include a requirement that they not favor any political party or incumbent lawmaker. In addition, they must protect the ability of minority communities to elect candidates that represent their community and must keep districts contiguous. The Legislature will also try to keep districts compact and mostly following existing political boundaries.

Legislation Filed

SB 512 (Burgess) – Vacation Rentals

SB 512 requires advertising platforms to collect and remit all taxes due under state and federal law and preempts the licensing of public lodging establishments to the state Department of Business and Professional Regulation (DBPR). The bill preserves the 2011 grandfather provision in state law and clarifies that communities who have enacted a vacation rental ordinance prior to 2011 can amend their ordinance to be less restrictive or to comply with the local registration requirements found in the bill. SB 512 will allow local governments to adopt a local vacation rental registration program and impose a fine for failure to register under the newly created vacation rental registration program. Local governments may charge a fee of $50 or less for processing said registration but may not require renewal of a registration more than once per year. The restrictions of a local government registration program can be found within the bill.
https://www.flsenate.gov/Session/Bill/2022/512/BillText/Filed/PDF

HB 247 (Salzman) – Florida Main Street Program & Historic Preservation Tax Credit

HB 247 specifies eligibility for receiving specified tax credits for taxpayers that rehabilitate certified historic structures as part of a Florida Main Street Program. Qualified expenses incurred in rehabilitating the certified historic structure must exceed $5,000 and may not exceed twenty percent of the total qualified expenses incurred in rehabilitating a certified historic structure that has been approved by the National Park Service to receive the federal historic rehabilitation tax credit; or thirty percent of the total qualified expenses incurred in rehabilitating a certified historic structure that has been approved by the National Park

Service to receive the federal historic rehabilitation tax credit and that is located within a local program area of an Accredited Main Street Program.
https://www.flsenate.gov/Session/Bill/2022/247/BillText/Filed/PDF

HB 75 (Sabatini) – Limiting COVID-19 Restrictions

HB 75 would prohibit the state and any political subdivision from enacting mask mandates and provides that currently adopted mask mandates are void and unenforceable. The bill would also prevent governments from requiring COVID-19 vaccinations, issuing vaccine passports or other standardized documentation to third parties.
https://www.flsenate.gov/Session/Bill/2022/75/BillText/Filed/PDF

HB 301 (Roach) and SB 510 (Broduer) – Financial Disclosures for Elected Local Officers

HB 301 and SB 510 would subject mayors, city commissioners, elected members of a city, village or town council or other governing body of a city town or village as well as city, county and town managers to comply with the full financial disclosure requirements of s.8, Article II of the State Constitution.
https://www.flsenate.gov/Session/Bill/2022/301/BillText/Filed/PDF

SB 508 (Diaz) – Fiduciary Care of Appointed Public Officials and Executive Officers

SB 508 would establish standards of care for appointed public officials and executive officers of specified governmental entities and requires those officials and executive officers holding office on January 1, 2023 to complete 5 hours of board governance training before the expiration of his or her term of service. The requirements found in the bill would apply to local officers pursuant to section 112.3145(a) 1.,2(a), (b), (c), (d), (e), and (f).

Those officers are defined as follows:

- Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office;
- Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state;
- The governing body of the political subdivision, if appointed;
- Community college or junior college district board of trustees;
- A board having the power to enforce local code provisions;
- Planning or zoning board, board of adjustment, board of appeals, community redevelopment agency board, or other board having the power to recommend, create,

or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and such other groups who only have the power to make recommendations to planning or zoning boards;

- A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one's entitlement to or amount of a pension or other retirement benefit; or
- Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

https://www.flsenate.gov/Session/Bill/2022/508/BillText/Filed/PDF

CITY OF MOUNT DORA

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

DATE: **November 2, 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: **November 2, 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

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

DATE: **November 2, 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: **November 2, 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: