CITY OF MOUNT DORA

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

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL

February 1, 2022, 6:00 PM

City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Wastewater Treatment Plant #1 Rehab Project Update

2. Proclamation recognizing the 100th Anniversary of Boy Scout Troop 19

3. Proclamation recognizing Arbor Day 2022

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

BOARD APPOINTMENTS

1. Advisory Board Appointments

CONSENT AGENDA

1. Request approval of DRMP Task Authorization for Liberty Avenue Drainage Improvement Project Design Services

2. Request approval of Master Customer Agreement and Addendum to Master Customer Agreement with Motorola Solutions, Inc., and authorization to purchase Body Worn and In-Vehicle Camera Systems

3. Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for Overlook Baffle Box Project (Faden Builders)

4. Request approval of Assignment between Peebles, Smith & Matthews, Inc., and Gray Robinson, P.A.

5. Request approval of Cross-Access Easement between the City of Mount Dora and RAH Acquisitions, Inc.

6. Request approval of submittal of a Wastewater Improvement Cost Share Grant with St. Johns River Water Management District

7. Request Approval of Meeting Minutes
   - December 7, 2021, Regular City Council Session Minutes
   - December 21, 2021 Regular City Council Session Minutes
   - December 21, 2021, Northeast CRA Governing Board Minutes
   - January 4, 2022 Regular City Council Session Minutes
   - January 4, 2022 Northeast CRA Governing Board Minutes

REGULAR AGENDA

ACTION ITEMS

1. Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for WWTP#2 Odor Control Project (Wharton-Smith)

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of Final Reading Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods

2. Request approval of Final Reading Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven

CITY MANAGER

1. City Manager's Report

2. Lobbyist Update

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Austin Guenther
- Council Member Cal Rolfson
- Council Member Nate Walker
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- February 14, 2022, 10:30 AM, Work Shop Session
- February 15, 2022, 6:00 PM, Regular Session
- March 1, 2022, 6:00 PM, Regular Session
- March 15, 2022, 6:00 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: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Wastewater Treatment Plant #1 Rehab Project Update

Introduction:
The City Utility engineer for this project, CPH and contractor, Wharton Smith will provide an update on the Wastewater # 1 rehabilitation project.

Discussion:
The City Utility engineer, CPH and contractor, Wharton Smith will provide an update on the Wastewater # 1 treatment facility rehabilitation project. The team has been working together for over a year in a Contractor Manager at Risk (aka CMAR) process to facilitate the most cost-effective treatment improvements. The team presentation will detail project challenges and opportunities to rehabilitate the 40-year-old plant.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Receive the project presentation to help facilitate informed project decisions.

Attachment(s):

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 1/21/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/21/2022
	Jessica Burnham, City Clerk	Approved - 1/24/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Proclamation recognizing the 100th Anniversary of Boy Scout Troop 19

Introduction:
This is an opportunity for the City Council to recognize the 100th Anniversary of Boy Scout Troop 19.

Discussion:
The Boy Scouts of America is one of the largest scouting organizations and one of the largest youth organizations in the United States. The City of Mount Dora would like to take this opportunity to recognize the 100th anniversary of Boy Scout Troop 19, which was established in Mount Dora in 1922.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Presentation only

Attachment(s):
1. 100th Anniversary of Boy Scout Troop 19 Proclamation

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Nicole Wisniewski, Deputy City Clerk — Approved - 1/26/2022
Patrick Comiskey, City Manager — Final Approval - 1/27/2022

PROCLAMATION

WHEREAS, beginning with its incorporation on February 8, 1910, the mission of the Boy Scouts of America has been to prepare young people to make ethical and moral choices over their lifetimes; and

WHEREAS, the values of the Scout Oath and Law include among other concepts the pledge to "do duty to God and our Country and to help other people at all times"; and

WHEREAS, the success of Scouting has been a culmination of numerous hours of selfless volunteerism by many leaders and community organizations whose ideas and generosity help shape the lives of many youth; and

WHEREAS, Boy Scout Troop 19 chartered to First United Methodist Church of Mount Dora was established in 1922; and

WHEREAS, Troop 19 has guided over 100 Scouts in achieving the rank of Eagle Scout, the highest award in Scouting; and

WHEREAS, Troop 19, served a vital role in the development of the Nunan Butterfly Garden starting in 2012, planting and maintaining this new City space for several years and completed important projects in the Nunan Butterfly Garden, including outdoor benches for all to enjoy.

NOW, THEREFORE, I, Crissy Stiles, as Mayor of the City of Mount Dora, Florida, issue this proclamation to recognize the 100th anniversary of Troop 19 and celebrate their success in impacting young lives.

_____

Crissy Stile, Mayor

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Proclamation recognizing Arbor Day 2022

Introduction:
This is a request for the Proclamation recognizing Arbor Day 2022 to be read.

Discussion:
The City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Presentation only

Attachment(s):
1. Proclamation Arbor Day 2022

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Nicole Wisniewski, Deputy City Clerk — Approved - 1/25/2022
Patrick Comiskey, City Manager — Final Approval - 1/26/2022

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than one million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, The City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts.

NOW, THEREFORE, **I,** Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim Friday, January 21, 2022 as

ARBOR DAY

In the City of Mount Dora, and hereby encourage all citizens to support efforts to care for our trees and woodlands and to support the City's Tree Replacement Program. I further encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 1st day of February, 2022

_____
Crissy Stile, Mayor

ATTEST:

_____
Jessica Burnham, City Clerk

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Advisory Board Appointments

Introduction:
Advisory Board and Commission Appointments

Discussion:
Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

The Public Arts Commission has 1 (one) vacant seat which will expire December 31, 2022.

Vacant At Large - Councilmember Bryant

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Mayor and City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):
1. PAC Board Application - Burns

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/26/2022

From: noreply@civicplus.com
To: johnsg@cityofmountdora.com; burnhamj@cityofmountdora.com
Subject: Online Form Submittal: Board Application
Date: Wednesday, December 2, 2020 2:59:42 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

Public Arts Commission

First Name	Kelly
Last Name	Burns
Address1	610 E Johns Ave
Address2	*Field not completed.*
City	Mount Dora
State	FL
Zip	32757
Phone Number	2032144220
Email Address	klburnstherapy@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I have a BFA from the School of the Art Institute of Chicago and MA in Counseling Psychology and Art Therapy from Adler University in Chicago, IL. I am a board certified art therapist and currently program manager of Stars of Hope USA, a therapeutic art non-for-profit that works with survivors of natural and human caused disasters. I have served on the Board of Directors for the Illinois Art Therapy Association and I am currently President of the Florida Art Therapy Association. I am a member of the American Art Association and serve in the committee under the Secretary. I am also a practicing artist and I have exhibited my paintings extensively in Chicago and the midwest. I am currently in a group show at the ArtGym Gallery in Denver, CO. I have both the training and artistic background for this board as well as leadership skills and experience.

	My husband and I moved to Florida from Chicago in 2018, originally to Orlando but chose to move to Mount Dora. When we told others we were moving to Mount Dora, the overwhelming response was, "I love Mount Dora!". We do, too. It truly stands out compared to other towns and cities in Central Florida and I would be honored to offer my skills and services to help keep the arts at most importance in Mount Dora and available to everyone through the Public Arts Commission.
Resume or additional attachments (not required)	*Field not completed.*
Boards on which you wish to serve	Public Arts Commission

Upon Completion
This form will be submitted to the City Clerk's Office.

Email not displaying correctly? View it in your browser.

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of DRMP Task Authorization for Liberty Avenue Drainage Improvement Project Design Services

Introduction:
This is a task authorization form for professional design services for the Liberty Avenue drainage improvement project.

Discussion:
In December 2020, City staff was informed of the availability of stormwater grant funding from the Lake County Water Authority (LCWA). Staff selected an existing stormwater project that was listed in the City's 5-year Capital Improvement Plan which had high potential of being funded because it contained qualifying water quality benefits. The LCWA ranked the grant applications and notified staff in late February 2021 that the City had been awarded funds. Mount Dora received the top ranking of the applications awarded. The proposed grant funds are for 100% of construction costs up to the $285,739.00 requested. The stormwater capital program will provide engineering funds for the project.

Preliminary engineering identified that the Liberty Avenue drainage area receives stormwater runoff from a 41.4 acre mixed residential and commercial area which drains directly into Lake Dora. The current drainage system experiences chronic stormwater flooding issues during heavy rains. This improvement will intercept stormwater runoff with new inlet structures and a storm pipe that runs from the railroad crossing at Liberty Avenue and along the railroad tracks to an existing natural low area that the City currently uses as a stormwater detention pond. The pond will also be improved. The pond currently has a concrete structure with a weir and a lower level circular orifice for drawdown. The improvement will replace the open orifice with a perforated pipe underdrain wrapped with filter fabric to enhance the level of nutrient removal for the stormwater. This will significantly improve the quality of the stormwater discharge.

The principal public benefit will be nutrient removal from stormwater discharge into the public recreation area near Grantham Point. Thus, the LCWA is providing a grant to help improve the

water quality in Lake Dora. The project is located in close proximity to the parks and the City's potential future trail. The stormwater program can use this location as a unique opportunity to place an educational display board adjacent to the improvement near the park to educate visitors on the benefits of improved stormwater quality. Increased public awareness of the benefits of environmental improvement projects has ripple effects leading to responsible behavior and future project support.

A task order was requested from DRMP engineering to complete the final design and permitting of the project. The task order is attached for reference and is required to construct the drainage improvement. The Task order requires the engineer to work with one of the City's prequalified Contract Manager At Risk (CMAR) contractors to expedite the work, as the LCWA construction grant must be completed within 2 years. The CMAR contract will be brought back to the Council in the form of a Guaranteed Maximum Price (GMP) contract after the engineering and CMAR team complete design and construction permitting.

Budget Impact:

The $61,291.50 for the design services is available in the stormwater fund, which is budget account 445-5555-563.00-00.

The construction will be completed under an existing Lake County Water Authority Grant. The construction must be completed in 2 years. The construction contract will be brought back to the Council when the engineering and CMAR team complete permitting and a GMP for the work is finalized.

Strategic Impact:

The project will help mitigate local flooding and improve the quality of stormwater discharge into Lake Dora to create a more sustainable Mount Dora.

Recommendation City Council approve the DRMP Task Authorization for Liberty Avenue Drainage Improvement Project Design Services

Attachment(s):

1. Liberty Task Auth Form

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 1/14/2022
	John McKinney, Finance Director	Approved - 1/21/2022
	Sherry Sutphen , City Attorney	Approved - 1/25/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/26/2022
	Jessica Burnham, City Clerk	Approved - 1/26/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

Project Amount: $61,291.50
Budget Account Number: 445-5555-563.00-00
City Project Manager: George Marek
Contractor: DRMP, Inc.
Contractor Project Manager: Paul Yeargain, P.E., CFM

In accordance with the terms and conditions of the Agreement between DRMP, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-172, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: Josef Grusauskas, Public Works & Utilities Director

Signature: _____ Date: 1-26-2022

Reviewed By:

Print: John McKinney, Finance Director

Signature: _____ Date: 1.26.2022

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: John L. Minton, Jr.	**Print Name:**
Signature:	**Signature:**
Date: 1/25/22	**Date:**

PROFESSIONAL ENGINEERING SERVICES FOR
CITY OF MOUNT DORA
LIBERTY AVENUE STORMWATER IMPROVEMENTS
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)

SCOPE OF WORK

1.0 Data Collection

DRMP will gather available data to assist in the stormwater design that may include:

- Topographic mapping (LiDAR terrain or one-foot contour mapping)
- ERP files from SJRWMD
- Land Use GIS layer from SJRWMD
- Soils GIS information from NRCS
- Property boundaries and ownership from County Property Appraiser website
- Florida Central Railroad
- Stormwater inventory and utility information from City, as available
- Existing stormwater calculations, plans and permit for downstream stormwater pond and drainage system associated with Gilbert Park
- Interviews with City Staff
- Field Review of Existing Conditions

2.0 Topographic Survey and Subsurface Utility Engineering (SUE)

DRMP will contract with Southeastern Surveying and Mapping Corporation (SSMC) to provide topographic Survey and Subsurface Utility Engineering Services (SUE) within the red boxed areas shown in their proposal (attached as Exhibit C). Here is a breakdown of the survey tasks included in this proposal:

PROFESSIONAL ENGINEERING SERVICES FOR
CITY OF MOUNT DORA
LIBERTY AVENUE STORMWATER IMPROVEMENTS
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)

2.1 Topographic Survey

1. Establish horizontal and vertical control. •
    - Horizontal Control will be based on North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone. •
    - Vertical Control will be based on North American Vertical Datum of 1988 (NAVD88).
2. Locate the improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing. • Data will be collected on a 50 feet interval, from the centerline of the rail track to 25 ft beyond the existing Railroad Right-of-Way (Area 1 = 50 ft (RR/RW) + 25ft = 75ft). • Collect topographic data on a 100 ft x 100 feet box (Area 2) to locate an existing outfall structure and existing ground information as requested by the engineer.
4. Establish a minimum of two (2) site benchmarks. • Set additional survey control points along the railroad tracks based on existing survey control points as shown on the City of Mount Dora 539 Liberty Avenue H&H Analysis plans designed by Pegasus Engineering.
5. Location, top elevation, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures.
6. Set baseline of survey along the railroad right-of-way.
7. Locate trees 8-inch diameter and larger measured at breast height (DBH).
8. Locate wetlands line as flagged by clients Environmental Consultant if required.
9. Locate soil borings as established by the client's Geotechnical consultant if required.
10. Topographic coverage will be limited to the area outlined in red on the attached Exhibit "B (SSMC Proposal)

The Topographic Surveys will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, per Section 472.027, Florida Statutes.

2.2 Subsurface Utility Designation and Verification

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at (# of test holes) specific locations as indicated on plan sheet(s) provided or marked by client in the field.

4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and enable future recovery

The SUE services will be performed in accordance with the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE C-1 38 -02 utilizing quality levels A & or B.

Assumptions for Survey Work:

1. The City shall provide existing survey cad file before mobilization.
2. Right-of-Way Survey in not included on this proposal. DRMP assumes the existing rail road right-of-way and adjacent parcels survey information has been collected and included in existing survey to be provided by the City.
3. Horizontal and Vertical Control used on the above-mentioned survey shall be provided to DRMP before mobilization.

3.0 Geotechnical Services

DRMP will contract with Geotechnical and Environmental Consultants, Inc. (GEC) to provide a geotechnical investigation within the red boxed areas shown in their proposal (attached as Exhibit D). The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for design and construction of the proposed stormwater pond improvements. GEC will perform the following services:

- Stake boring locations at the site.
- Clear utilities at the boring locations, if necessary.
- Mobilize truck mounted drilling equipment and personnel.
- Perform 4 auger borings to a depth of up to 10 feet below existing grade.
- Perform 2 field or laboratory permeability tests.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering signed and sealed by a Geotechnical Engineer licensed in Florida report that will address the following topics:
    - Subsurface conditions at the boring locations
    - Measured and estimated seasonal high groundwater depths
    - Site preparation o Fill selection, placement and compaction

- Suitability of soil excavated from pond for use as engineered fill
- Backfill selection, placement and compaction
- Unconfined aquifer parameters to aid pond and/or underdrain design by you.

4.0 Stormwater Design

DRMP will analyze the stormwater collection system to originate on Liberty Avenue and traverse northwesterly for approximately 500 feet along the Florida Central Railroad right-of-way to the existing stormwater pond on the north side of the railroad tracks. DRMP will analyze the proposed storm sewer system using storm tabulations and the rational method. The tailwater condition will be based on design data for the downstream pond. The proposed pond underdrain system will be designed to provide recovery of the pond within three (3) days by percolation through a sand media and perforated underdrain pipe system into the existing pond outfall structure. The underdrain system will be designed using the PONDS program. DRMP will document the design methodology and analyses a brief technical memorandum.

5.0 Construction Plans

The construction plan set will consist of the following components:

- Cover Sheet (1)
- Summary of Quantities/Project Directory/General Notes (1)
- Project Layout/Survey Data (1)
- Plan and Profile Sheets (2) – 1"= 40' scale
- Cross Section Sheets for Railroad ROW (3) – 2 per sheet, 100-foot spacing
- Stormwater Details (1)

Total of 9 sheets

DRMP will compile a construction plan set (11" x 17" size) for the City to provide to a Contractor for construction. Construction plans will be submitted and reviewed by City personnel at the preliminary and final levels of completion. DRMP will also provide estimates of construction cost with the plan submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings.

Maintenance of Traffic (MOT) will be handled with notes directing the Contractor to follow guidance from the FDOT and to provide a MOT plan to the City for review prior to construction.

6.0 Utility Coordination

DRMP will provide sets of the construction plans at preliminary and final levels of completion to known utilities providers for the area (estimated at four utility owners). DRMP will coordinate

with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

7.0 Railroad Permit

DRMP will design the stormwater improvements and prepare the construction plan set in compliance with requirements by the Florida Central Railroad as documented in the ***"Design and Construction Standard Specifications"*** (revised June 5, 2018) and the ***"Application for Facility Installation"***. DRMP will develop the application package and submit the application to the Florida Central Railroad to request permission to construct the proposed stormwater improvements within railroad ROW. Under this task, DRMP will provide one (1) set of construction documents for additional information (RAI) responses.

8.0 St. Johns River Water Management District (SJRWMD) Permit

DRMP will conduct a pre-application meeting with the SJRWMD in order to determine the surface water permit requirements for this project. No field wetlands delineation or involvement is anticipated for this project. This project should qualify for a ***General Permit to Counties, Municipalities and other Agencies to Conduct Stormwater Retrofit Activities*** (FAC Rule 62-330.451). No Army Corps of Engineers involvement is anticipated. DRMP will prepare the permit application package and submit the application on behalf of the City. Under this task, DRMP will provide one (1) set of construction documents for additional information (RAI) responses.

9.0 Collaboration and Communication (CMAR)

It is understood the City will be working with a Construction Management at Risk (CMAR) contractor during the construction phase of the project. DRMP will meet with the CMAR contractor and City to review the construction plans. DRMP will respond to questions from the CMAR contractor.

10.0 Project Management and QA/QC

DRMP will attend a kick-off, review of preliminary plans, and a final meeting through the course of the project. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the project deliverables to ensure quality products to the City.

C. DELIVERABLES

DRMP will provide to the City the following deliverables:

1. Electronic Submittal of preliminary and final construction plans, construction cost estimate and design technical memorandum
2. Mailed or e-mailed copy of all external correspondence related to the project

D. CITY RESPONSIBILITIES

In order to conduct the scope of work outlined above, the City will provide the following:

1. City to provide relevant information including existing survey and design files by other consultants related to this project.
2. City to pay all permitting fees directly to the agencies.

Exhibit B
Sub-Contractors

1. Southeastern Surveying

Exhibit C
Schedule

Upon issued notice to proceed, anticipated duration for submittal of preliminary plans package is three (3) months. Allowing for time for City review and the permits application and RAI processes, permits are anticipated to be secured and final plans package will be submitted within four (4) months of the notice to proceed.

Exhibit D
Compensation

DRMP Salary Cost

Title/Job Description	Department Manager II Hours	Senior Project Manager Hours	GIS Analyst II Hours	Engineer I Hours	Administrative Support II Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	$210.00	$150.00	$120.00	$80.00	$65.00		
Element and Task Descriptions							
1.0 Data Collection	0	4	4	12	0	20	$2,100.00
2.0 Topographic Survey and SUE (SSMC)							$18,188.00
3.0 Geotechnical Services (GEC)							$8,740.00
4.0 Stormwater Design	2	6	0	48	0	58	$5,940.00
5.0 Construction Plans	2	10	0	94	0	106	$10,380.00
6.0 Utility Coordination	0	2	0	30	4	36	$3,260.00
7.0 Railroad Permit	0	3	2	20	1	29	$2,800.00
8.0 SJRWMD Permit	2	4	8	38	2	54	$5,530.00
9.0 Communiction and Collaboratoin (CMAR)	2	10	0	4	0	16	$2,280.00
10.0 Project Management and QA/QC	17	17	0	0	0	34	$8,120.00
Total Hours	25	67	14	246	10		
Total Costs by Category	$5,250.00	$9,550.00	$1,680.00	$22,140.00	$650.00		
DRMP Salary Cost					Sub-Total	352	$61,198.00

DRMP Reimbursables

Description	Unit Cost	No.	Cost	Notes
Mileage	$ 0.55	170	$ 93.50	per mile, estimated 1 trip
Xerox - 11x17 Plans	$ 0.45	-	$ -	all electronic submittals
Xerox - 8.5x11 Color	$ 0.31	-	$ -	
Reimbursable Cost			$ 93.50	

Total Fee Computations

DRMP Salary NTE Cost	$61,198.00
Reimbursable Cost	$93.50
Total Cost	**$61,291.50**

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Master Customer Agreement and Addendum to Master Customer Agreement with Motorola Solutions, Inc., and authorization to purchase Body Worn and In-Vehicle Camera Systems

Introduction:

This is a request for City Council to approve the Master Customer Agreement with Motorola Solutions, Inc and for approval to purchase body worn and in-vehicle camera systems, components, maintenance, software, and licensing.

Discussion:

The City of Mount Dora Police Department standardized using the Watchguard in-vehicle camera systems for over 15 years. Bodyworn cameras were added to complement our Watchguard system for over 6 years now.. Motorola Solutions, Inc recently acquired Watchguard, requiring a new Master Customer Agreement.

The current camera systems (34 in-vehicle, 39 body-worn cameras) have exceeded the warranty and expected life of the equipment, as they were only eligible for a 3 year warranty. Due to the increasing failure of the equipment, the IT Department is recommending the replacement of the camera systems in a phased approach. The initial phase will replace 14 complete systems (body worn camera, forward facing camera, cabin camera, WiFi base for the body worn camera, PoE switch, DVR, 802.11 wireless kit, USB dock, transfer station and cables) to include a 5 year warranty. In addition, a 179TB Rack Server Appliance (for storage of events and cases) with a 5 year full service warranty, and upgraded Evidence Library server software and licensing.

The standardization of the Watchguard camera systems now owned by Motorola Solutions, Inc. is allowed under our Purchasing Policy approved by Council by Resolution 2021-107 Section 3.4-1(H).

Budget Impact:

A total of $140,000 was appropriated within the adopted Fiscal Year 2021-22 budget for the intended purpose - account number 111-5210-564.00-00 (Machinery and Equipment). The quote for this purchase is $140,000.00

Strategic Impact:
Public Safety

Recommendation City Council to approve the Master Customer Agreement with Motorola Solutions, Inc and authorizes the purchase of body-worn and in-vehicle camera systems.

Attachment(s):
1. Attachment 1 - Motorola Quote
2. Motorola Master Agreement - MSI Signed
3. MSI Executed mount dora Addendum to Master Customer Agreement

Prepared by:	Jim Faulkner, Director of IT Services	
Reviewed by:	Jim Faulkner, Director of IT Services	Approved - 11/24/2021
	John McKinney, Finance Director	Approved - 11/24/2021
	Sherry Sutphen , City Attorney	Approved - 1/27/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/27/2022
	Jessica Burnham, City Clerk	Approved - 1/27/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

ATTACHMENT 1



Quote For:

Mount Dora Police Department
Attn: Dir. Jim Faulkner

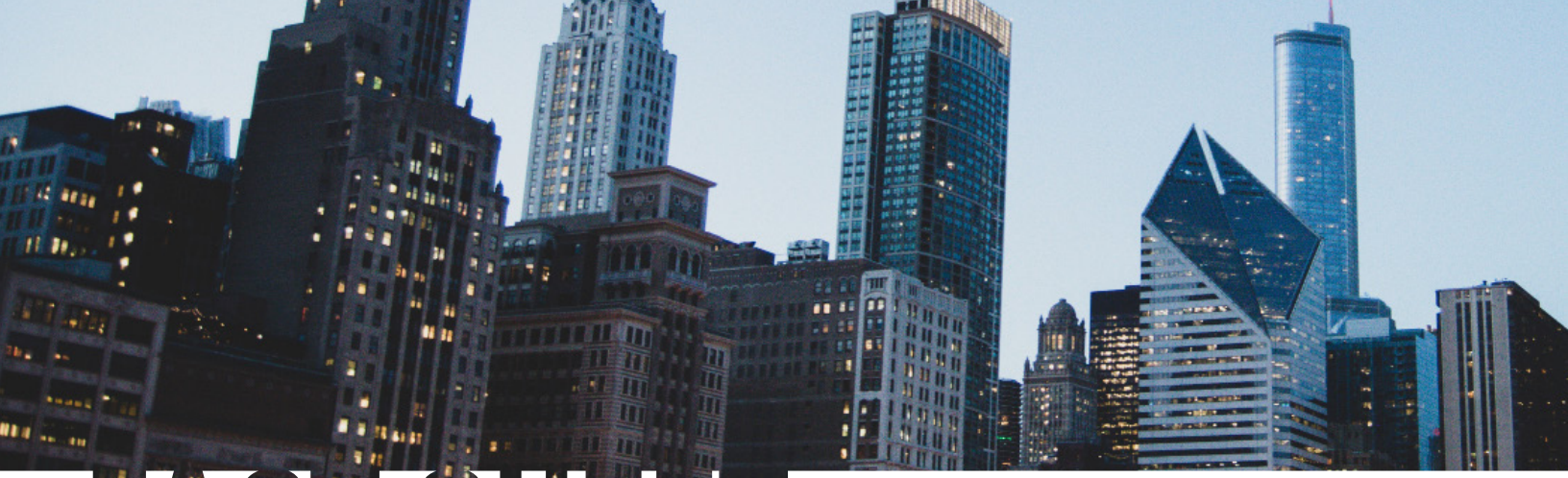
Reference:
4RE-V300-14-Mount Dora PD EL5 Proposal

Quote By:

WatchGuard Video / Motorola Solutions
Mike Costa

Date: 10-28-21

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS

- MISSION-CRITICAL COMMUNICATIONS
- COMMAND CENTER SOFTWARE
- VIDEO SECURITY & ANALYTICS
- MANAGED & SUPPORT SERVICES

AWARDS

The Wall Street Journal Management Top 250, No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies, No. 3 in Networks and Other Communications Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index, September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

$7.3 BILLION
in annual sales (2018)

$637 MILLION
in R&D spending (2018)

$3.3 BILLION
in acquisitions spending since 2016

17,000+ EMPLOYEES
in 60 countries

100,000+ CUSTOMERS
in over 100 countries

6,900+ PATENTS
granted and pending

13,000 NETWORKS
across the globe

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MOTOROLA SOLUTIONS	**WatchGuard Video** **415 E. Exchange** **Allen, TX 75002** **(P) 800-605-6734 (F) 212-383-9661**	WATCH GUARD

Issued To:	Mount Dora Police Department - Attention: Dir. Jim Faulkner	Date:	10-28-21
Project Name:	4RE-V300-14-Mount Dora PD EL5 Proposal	Quote ID:	WMC-0136-11

4RE In-Car Video System

Includes: (V300 Integration Ready) V300 Wifi Base and Smart PoE Switch

Qty	Item #	Description
(14)	IV-BND-V3-PX-10	**4RE (V300 Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, V300 WiFi Base and Smart PoE Switch.V300 sold separately.** Hardware • 4RE/V300 Bundle • Standard DVR Camera System • HD Panoramic Front Camera • Touch Screen Display • Integrated 200GB automotive grade hard drive • 32GB USB removable thumb drive • Rear facing cabin camera • Internal GPS • 1 Yr Hardware Warranty • Cabling and your choice of mounting bracket. • V300 WiFi Base • Smart PoE Switch Software • 4RE Firmware • Record-After-the-Fact® (RATF) technology • Multiple Resolution Encoding • H.264 High Profile Video Compression
Subtotal Price (Excluding sales tax)		**$66,570.00**

Qty	Item #	Description
(14)	IV-ACK-WF-CP-DM	**MikroTik Configured Wireless Kit, 802.11n, Drill Mount** • MikroTik Configured Wireless Kit, 4RE In-Car 802.11n • Radio, Antenna, PoE, 2-10' Ethernet Cables • Drill Mount
Subtotal Price (Excluding sales tax)		**$2,800.00**

V300 Body Worn Camera

Includes: Spare Battery, Charger and Transfer Station

Qty	Item #	Description	
(14)	BW-V30-10--	**V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount** • V300, WiFi/Bluetooth Wearable Camera • Magnetic Chest Mount	
Subtotal Price (Excluding sales tax)			**$13,930.00**
Qty	**Item #**	**Description**	
(14)	WGP02614	**V300, Battery, Removable and Rechargable, 3.8V, 4180mAh**	
Subtotal Price (Excluding sales tax)			**$1,386.00**
Qty	**Item #**	**Description**	
(14)	WGA00640-KIT1	**V300 Base Assembly, USB Desktop Dock**	
Subtotal Price (Excluding sales tax)			**$1,330.00**
Qty	**Item #**	**Description**	
(2)	BW-ACK-V3-TS	**V300 Transfer Station II with Power Supply and Cables.** • V300 Transfer Station II • TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB • includes kit with Power Supply and Cables.	
Subtotal Price (Excluding sales tax)			**$2,990.00**

V300 Firearm & Taser X2 Trigger Sensors

(Optional Not Included in Quote)

Also Available: Taser X26P Holster with Trigger Sensor

Qty	Item #	Description	
(14)	YDM-TSR-TRG-X02	**Taser X2 Holster with Trigger Sensor and Belt Clip (Right/Left Hand Draw)** • Taser X2 Holster with integrated Holster Trigger Sensor and Belt Clip for Right Hand Draw	
Subtotal Price (Excluding sales tax)			**($3,640.00)**
Qty	**Item #**	**Description**	
(14)	YDM-HLS-TRG-KIT	**Universal Firearm Holster Trigger Sensor Kit** • Holster Trigger Sensor, Primer, USB Charging Cable	
Subtotal Price (Excluding sales tax)			**($5,880.00)**

EL5 Data Server & JBOD Expansion w/ 8 - 16TB Drives

Includes: 5 Year Server Warranty

Total Required Storage Near Term (4RE, Vista & V300) = 179.13TB

Total Required Storage Long Term (4RE & V300 Fleet) = 283.53TB

Qty	Item #	Description	
(1)	IV-SE-3U-75-116	**Rack Server 26-75 Concurrent Devices 116TB Usable Storage** • Server, EL5, 16 HDD, RAID 6, 3U, 26-75 Concurrent Devices, 5CAL, Gen 4. • Quantity 12 HDD, 16TB, 6GB/s 7,200 RPM, 256MB • Linux • SQL Server Std 5 CAL	
Subtotal Price (Excluding sales tax)			**$23,035.00**
Qty	**Item #**	**Description**	
(1)	WGW001040	**Extended Warranty, Rack Server (WGA00421-116,-216,-117,-217)) Full Service On Site, 5-Year**	
Subtotal Price (Excluding sales tax)			**$1,175.00**
Qty	**Item #**	**Description**	
(1)	HDW-4RE-JBD-016	**Storage, JBOD Encloser, 4RE, 16-Bay 3U, Includes SAS Cable**	
Subtotal Price (Excluding sales tax)			**$2,925.00**
Qty	**Item #**	**Description**	
(8)	HDW-SRV-HDD16T	**Hard Drive, Server, 16TB, GGB/s 7,200 RPM, 256MB, Enterprise 4KN**	
Subtotal Price (Excluding sales tax)			**$7,960.00**

Evidence Library 5

Includes: Software Licenses and Service

Qty	Item #	Description	
(1)	WGP02400-500	**Evidence Library 5, Web Server Site License Key** • For each physical location where the software is installed on a server, a site license is required	
Subtotal Price (Excluding sales tax)			**$1,000.00**
Qty	**Item #**	**Description**	
(14)	WGP02400-510	**Evidence Library 5, In Car Video System Annual Device License & Support Fee** • Required for on-premise deployment	
Subtotal Price (Excluding sales tax)			**$2,730.00**
Qty	**Item #**	**Description**	
(14)	WGP02400-520	**Evidence Library 5, VISTA/V300 Annual Device License & Support Fee**	
Subtotal Price (Excluding sales tax)			**$2,730.00**

4RE & V300 Body Worn Camera Warranty

Includes: V300 - 5 Year No-Fault Warranty

Qty	Item #	Description
(14)	WGW00156-500	**Warranty, 4RE, 5 Year Hardware Warranty Bundle**
Subtotal Price (Excluding sales tax)		**$10,850.00**
Qty	**Item #**	**Description**
(14)	WGW00300-003	**Warranty, V300 3 Year, No-Fault**
Subtotal Price (Excluding sales tax)		**$6,300.00**
Qty	**Item #**	**Description**
(14)	WGW00300-004	**Warranty, V300, 4th Year, (requires No Fault Warranty)**
Subtotal Price (Excluding sales tax)		**$2,520.00**
Qty	**Item #**	**Description**
(14)	WGW00300-005	**Warranty, V300, 5th Year, (requires No Fault Warranty)**
Subtotal Price (Excluding sales tax)		**$3,290.00**

Technical Field Services

Includes: Implementation, PM & Training Services

Qty	Item #	Description
(1)	WGW00122-410	**Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation**
Subtotal Price (Excluding sales tax)		**$1,500.00**

Shipping & Handling Services

Qty	Item #	Description
(14)	FRT-BWC-01	**Shipping - BWC Unit** • Freight delivery for each Body Worn Camera Unit
Subtotal Price (Excluding sales tax)		**$210.00**
Qty	**Item #**	**Description**
(14)	FRT-ICV-01	**Shipping - ICV Unit** • Freight delivery for each In Car Video Unit
Subtotal Price (Excluding sales tax)		**$350.00**

Qty	Item #	Description
(1)	Customer Appreciation	**Customer Appreciation Discount**
Subtotal Price (Excluding sales tax)		**-$15,581.00**

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Mike Costa - Regional Sales Manager - 800-605-6734 - michael.n.costa@motorolasolutions.com

Subtotal Price	**$155,581.00**
Total Discount	**$15,581.00**
Total Price	**$140,000.00** (Excluding sales tax)



WATCHGUARD 4RE®
HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.

KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized vide of an event from multiple vantage points.

UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

Dual Drive Architecture – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Sightline (Zsl) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity	200GB
Certified to Military Specification	MIL STD 810-G
Operation Conditions	-40° F to 185° F
Integrated and GPS for Speed and Location	YES
Integrated Crash Detection	YES
Hours of Recording	Up to 80 hours

For more information, visit motorolasolutions.com/in-car

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WATCHGUARD V300
CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions	2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm) W x D x H
Weight	6.8 oz (193 g)
Storage	128 GB
IP Rating	IP 67
Resolution	1080p, 720p and 480p
Microphones	Dual
Vertical Field of View	Electronic Turret +15° /- 20°
Field of View	130°
Encryption	At rest and in transit



For more information, visit www.motorolasolutions.com/v300

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NOW OBSERVATION BECOMES ACTION

M500 IN-CAR VIDEO SYSTEM

MOTOROLA SOLUTIONS


THE MORE YOU KNOW WHAT'S OUT THERE, THE MORE YOU CAN KEEP YOURSELF AND THE PEOPLE YOU SERVE SAFE

SCAN.
ANALYZE.
REACT.

M500

INTRODUCING THE M500 IN-CAR VIDEO SYSTEM

A groundbreaking leap forward in
awareness, **safety**, and **efficiency**.





MISSION-CRITICAL DESIGN

USE WITH CONFIDENCE IN THE TOUGHEST CONDITIONS

Built on exacting research and real-world feedback, the M500 is designed to withstand the toughest conditions and to work intuitively in the most demanding situations.

DESIGN

The easy-to-install system has a minimal footprint, with small form-factor devices providing unobstructed views.

Ultra-durable camera mountings lock into position to resist tampering and impacts.

An intuitive user interface makes it simple to operate, with no function more than three taps away.

Footage is securely encrypted - at rest and in transit - to combat cyber threats.

Even if your vehicle is in a serious collision, the system can switch to a built-in UPS to continue capturing evidence for those vital extra seconds.





AN INTUITIVE INTERFACE MAKES IT SIMPLE TO OPERATE, WITH NO FUNCTION MORE THAN THREE TAPS AWAY

INDUSTRY-LEADING VIDEO

CATCH THE CRITICAL DETAILS OTHER CAMERAS MISS

With industry-leading video capture and playback, the M500 delivers a clear record of every incident.



The high-resolution front camera and cabin camera deliver the high-resolution footage you need to precisely document events as they unfold.

The front camera creates wide angle and focused streams, each in dual resolution, to ensure you capture the whole picture.

That visual detail and data drives the M500's AI capabilities, so it can accurately analyze events, flag threats, and identify search targets in real time.

The cabin camera's built-in infrared floodlight illuminates the passenger compartment to record every action that occurs.

And the ultra-high resolution touchscreen control panel lets you monitor what's out there, review past events, and see exactly what you need to know.



CAPTURE



THE 4K FRONT CAMERA CAN RECORD IN CRYSTAL-CLEAR 1080P, WITH PANORAMIC AND FOCUSED VIEWS



EMBEDDED INTELLIGENCE

KNOW WHAT'S OUT THERE WITH REAL TIME AWARENESS

Far more than an eye recording what it sees, the M500 is a brain analyzing everything around you and flagging what you need to know.

The M500 continuously scans your surroundings using powerful video analytics to identify search targets and threats in real time.

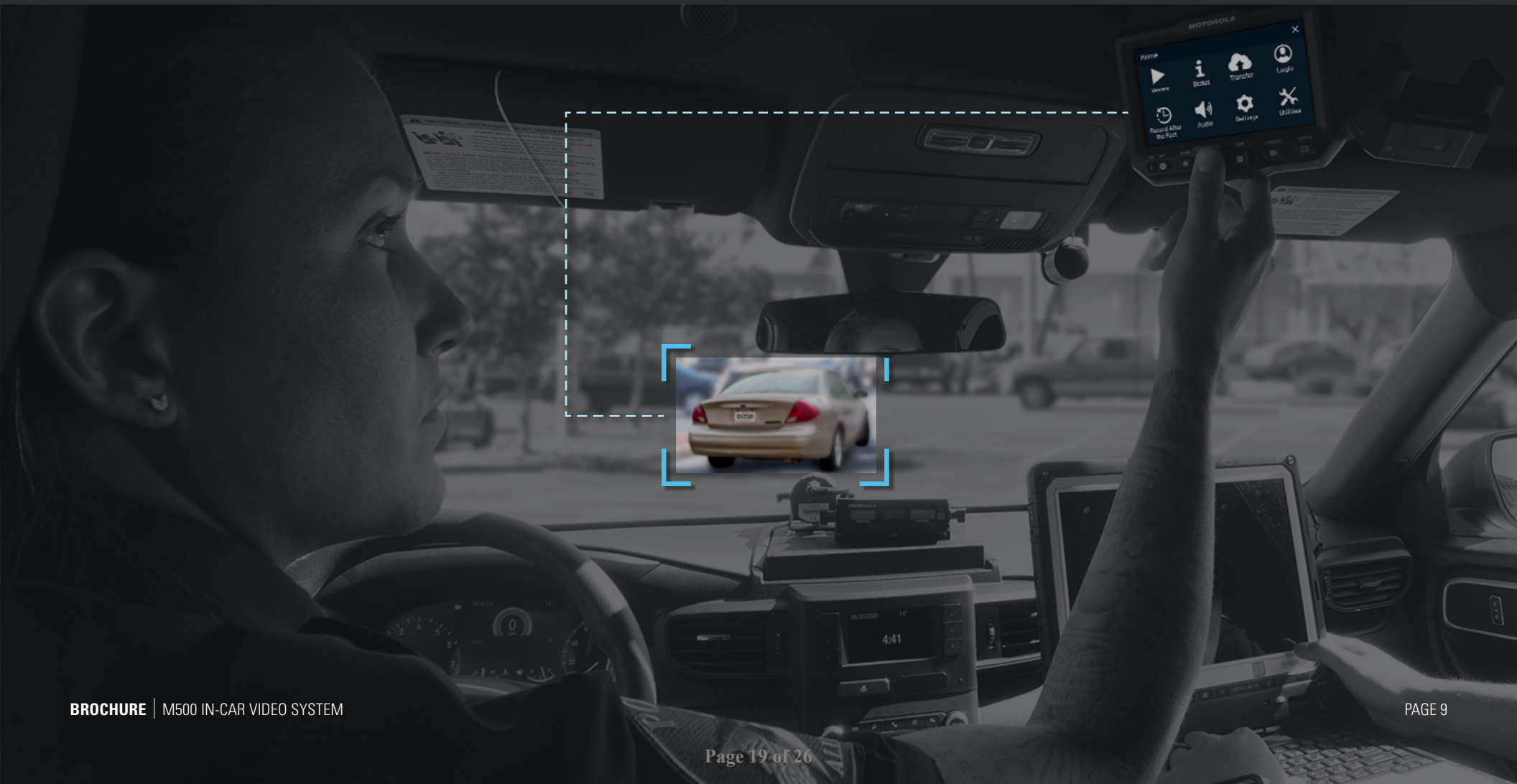
Read license plates from up to 40 feet away. Get hit notifications from hot lists you manage in Vigilant PlateSearch.

Inside the vehicle, object detection analytics activate the cabin camera if and only if the back seat is occupied.

Exhaustive testing helps ensure our algorithms provide accurate, unbiased results so you can serve your communities fairly and responsibly.

A combination of cloud and edge algorithms are carefully architected to give you the quickest, most accurate results.

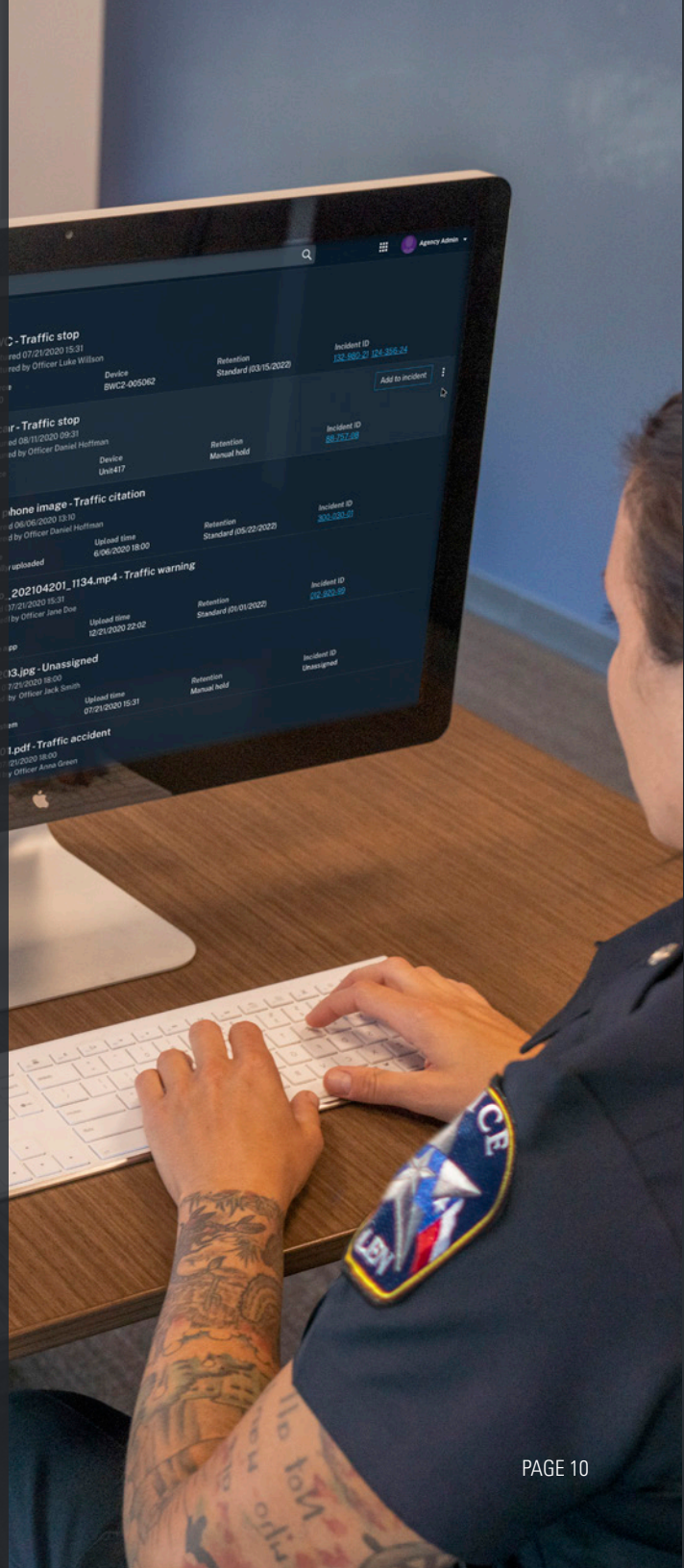
You always have critical information you need to make smarter, faster decisions, to keep everyone safer.



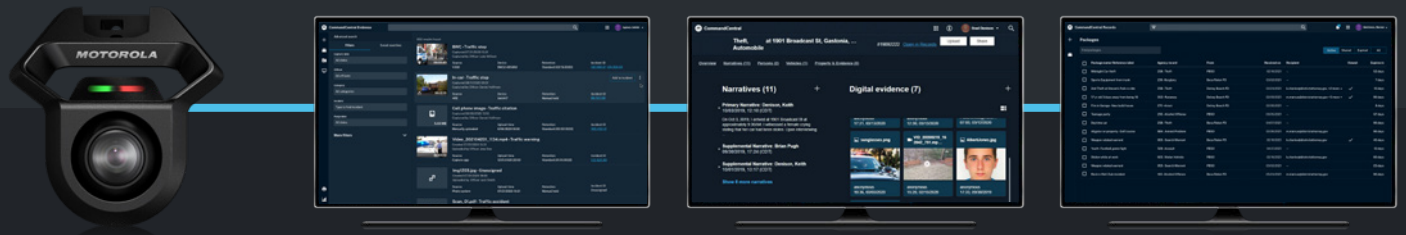
POWERFUL ECOSYSTEM

CONNECT YOUR TECHNOLOGY TO WORK SAFER AND SMARTER

As part of the Motorola Solutions technology ecosystem, the M500 amplifies the capabilities of the mission-critical technology you already count on.



CAPTURE MANAGE REVIEW SHARE



WIRELESS VIDEO UPLOAD

Use WiFi and LTE to upload events from M500 to CommandCentral Evidence

DIGITAL EVIDENCE MANAGEMENT

Aggregate and intelligently organize M500 video and other media in CommandCentral Evidence

CONSOLIDATED RECORD VIEW

Easily view all incident information, including the digital evidence, from one location

JUDICIAL SHARING

Securely share with prosecutors, other agencies and the community with chain of custody intact



CREATE GROUP RECORDINGS WITH V300 BODY CAMERAS, FOR MULTIPLE VIEWPOINTS ON EVERY INCIDENT

AUTOMATED TRANSCRIPTION

Save valuable time by automatically transcribing audio and video files.

VIDEO REDACTION TOOLS

A robust suite of native redaction tools help protect personally identifiable information.

SYNCHRONIZED PLAYBACK

Simultaneously see and hear recorded video and audio from multiple devices.

Learn more about CommandCentral Evidence at **motorolasolutions.com/evidence**



STREAMLINED EXPERIENCE

SIMPLIFY YOUR OWNERSHIP FROM END-TO-END

The M500 gives you the ease and simplicity you expect from the latest technology.

The user interface is built to a scientific design system that delivers a consistently effective experience across our entire ecosystem. Greater consistency means less training, more productivity, and faster operations.

ADD NEW AI APPLICATIONS, CAMERAS, SENSORS, VOICE CONTROLS, AND INTEGRATIONS AS YOUR NEEDS CHANGE.



The moment you log into the M500, your settings and preferences are automatically applied - whichever vehicle you're in.

The system is easy to install and can be remotely programmed and updated via the cloud or WiFi connection.

Video can be livestreamed* and uploaded via broadband connection directly into the CommandCentral platform.

Our comprehensive warranty and support services give you complete peace of mind.

And the entire system is designed to evolve alongside you. You can easily add new AI applications, cameras, sensors, voice controls, and integrations as your needs and operations change.

SPECIFICATIONS



M5F
FRONT CAMERA

- 4K (8MP) sensor
- Delivers 1080p video evidence as panoramic and focused field of view
- 1.7 sq in BL-CMOS automotive-grade sensor
- Excellent low-light performance
- Calibrated and locked into position at installation



M5P
CABIN CAMERA

- 1080 resolution (4 MP)
- Built-in infrared illumination
- High-grade microphone with wind porting
- Complete cabin coverage
- IP54, with built-in lens de-fogging
- Calibrated and locked into position at installation







HIFI MICROPHONE

- High-quality audio
- Encrypted wireless link
- Long-range operation
- Remote record button*

SPECIFICATIONS

M5D
CONTROL PANEL

- Screen size: 5" diagonal
- Resolution: 1920 x 1080 pixels
- Industrial-grade capacitive multi-touch screen
- 7x dedicated buttons for critical features
- Standard, covert and dark modes
- Silicone overmold for secure grip
- Built-in ambient light sensor





M500
CORE PROCESSOR

- Powerful multi-processor architecture
- Optimized for video analytics
- 1 TB automotive-grade solid-state hard drive
- 128 GB removable USB drive (keyed access)
- AES256 encryption on all stored content
- Accelerometer for impact detection
- Supports up to 5 cameras (2 at launch)
- Built-in GPS
- Remote triggers
- Integrated with V300 body cameras for group recordings
- Record-after-the-Fact™ evidence recovery technology
- Built-in UPS (approx 10 secs of operation if power is lost)





*Feature not available at launch



For more information, please visit

www.motorolasolutions.com/M500

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Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software

integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's

option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or

regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola

customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct

damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or

Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide

Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential

Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted

under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized

or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data**; **Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

(This section intentionally left blank)

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

CUSTOMER:

Agency: _____

Name: _____

email: _____

Title: _____

Date: _____

Signature: _____

MOTOROLA SOLUTIONS, INC.

Name: Daniel Sanchez

email: daniel.sanchez@motorolasolutions.com

Title: Territory Vice President

Date: 1/26/2022

Signature: 

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of _____ (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the

Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery

of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**; **Section 4 – Term**; **Section 5 – Payment**; **Section 6.2 – Additional Exclusions**; **Section 8 – Survival**.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of _____ (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence

upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**.

Video as a Service Addendum

This Video as a Service Addendum (this "**VSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of _____ (the "**MCA**"), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer's participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by Motorola to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

3. Subscription Software.

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System ("**ELC**") during the VSA Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program ("**Unlimited Storage**") is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available on the ESRI website and the Microsoft terms and conditions available on the Microsoft website apply to Customer's, and its Authorized Users', use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention

policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of ELC (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is

purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer's access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from Motorola at the prevailing rates. Motorola has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the "**VSA Term**") will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased $1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then $1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $1,000 x (24/60) + $1,000 x (36/60), which is equal to $1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment**; **Section 4 – Term and Termination**; **Section 6 – Survival**.

DEMS EXHIBIT
EVIDENCELIBRARY.COM

The following DEMS Exhibit (the "**Exhibit**") is an Exhibit to the VSA and sets forth the terms relating to Customer's use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("**API**") offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, Motorola has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a force majeure event.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.**	**Telephone conference within 1 Hour of initial voice notification**

2	**Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.**	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.**	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.**	**Telephone conference within 2 Standard Business Days of initial notification**

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. Motorola will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify Customer of unscheduled or emergency maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet Motorolas at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

ADDENDUM TO MASTER CUSTOMER AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND MOTOROLA SOLUTIONS, INC.

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Motorola Solutions, Inc., 500 W. Monroe Street, Suite 4400, Chicago, IL, 60661, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, simultaneously with this Addendum, the parties entered into a Master Customer Agreement (Agreement) for the purchase of certain standardized equipment utilized by the City for over fifteen years; and

WHEREAS, certain of the terms and conditions of the Master Customer Agreement need to be revised to meet the needs of the City as a government entity; and

WHEREAS, the parties have determined that it is in their best interest to supplement and supersede the Agreement by the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and the CONTRACTOR is amended as follows:

1. Section 1.2, Order of Precedence, is hereby amended to reflect that this Addendum takes precedence and will control over the conflicting terms of the Agreement or any other Addendum issued in accordance herewith.

2. Section 4.2, Taxes, this provision is not applicable to the City as the City is specifically exempt by law from the payment of taxes of any kind. Nevertheless, Motorola reserves the right to verification of tax exemption(s).

3. Section 4.3, Invoicing, is hereby amended to reflect that the City shall pay all invoices pursuant to Florida's Prompt Payment Act.

4. Section 7.3, Customer Indemnity, is hereby amended to include that such indemnity shall only be to the extent permitted by Florida law.

5. Section 8.5, Statute of Limitations, is hereby deleted in its entirety.

6. Section 12.1, Governing Law, is hereby amended to reflect that the Agreement including this and all other Addenda are governed by the laws of the State of Florida.

7. Section 12.2, Negotiation; Mediation, is hereby amended to reflect that any Mediation between the parties will take place in Lake County, Florida.

8. Section 12.3 Litigation, Venue and Jurisdiction, is hereby amended to reflect that any dispute between the parties shall be filed exclusively in the 5th Judicial Circuit in and for Lake County, Florida.

9. Section 13.11, Survival, is hereby amended to reflect Section 7.3, Customer Indemnity as revised by this Addendum; include Section 7.1, General Indemnity; include Section 7.2, Intellectual Property Infringement; and reflect Section 4.3, Invoicing, as revised by this Addendum.

10. The Agreement is hereby amended to include the following additional provisions:

PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

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

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

11. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict

between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2021.

CITY OF MOUNT DORA

_____
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

_____
Jessica Burnham, City Clerk

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

_____
Sherry G. Sutphen, City Attorney

CONTRACTOR

By: _____

Print: Daniel Sanchez

Title: Territory Vice President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Daniel Sanchez, as V.P., of Motorola Solutions, Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Drivers License as identification, and who did/did not take an oath this 26th day of January, 2021.

(stamp)

JASON MERCADO
Commission # HH 117391
Expires April 15, 2025
Bonded Thru Budget Notary Services

_____
NOTARY PUBLIC, State of Florida

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for Overlook Baffle Box Project (Faden Builders)

Introduction:

This is a request for City Council to approve the Task Authorization/Guaranteed Maximum Price (GMP) for the Overlook Baffle Box Project with Citywide Construction Manager at-Risk (CMAR) Faden Builders.

Discussion:

This project represents a SJRWMD Grant awarded to the City. The project will consist of installing a baffle box in the Lake Gertrude Water basin to reduce the amount of pollutants that go into the lake, improving the water quality and local environment. Baffle boxes are constructed using both concrete and fiberglass, there are several chambers which are separated by baffles (sediment settling chambers). The primary function of a baffle box is to remove sediment, suspended particles, and associated pollutants from storm water. Baffle boxes may also contain trash screens or skimmers to capture larger materials, trash, and other floatables, preventing them from entering bodies of water. The box will be installed in an already existing storm water line running into the lake and provide easy access for crews to clean on a regular basis.

City Staff selected Citywide Construction Manager at Risk (CMAR) vendor Faden Builders for this project. Faden was approved as a Citywide CMAR vendor pursuant to Resolution No. 2020-24 (see **Attachment 1**).

This item is to approve the Task Authorization/Guaranteed Maximum Price (GMP) of the Overlook Baffle Box project with Faden Builders in the total amount of $179,523.99. This capital project is included in the City's Capital Improvement Plan and has supplemental funding through a 50% matching grant up to $65,000.00 from the Lake County Water Authority, which was approved by City Council on September 10, 2020 (see **Attachment 2** - Resolution No. 2020-72) and a 25% cost share agreement up to $44,825.00 between the City and SJRWMD,

which was approved by City Council on December 21, 2021 (see **Attachment 3** - Resolution No. 2021-121).

Budget Impact:

The project is budgeted in the FY 2021-22 Stormwater Capital Improvement Program and has available funds in 445-5555-563.00-00-WW2122.

Strategic Impact:

The following project will increase the water quality by preventing large quantities of pollutants from entering Lake Gertrude.

Recommendation City Council approve the Task Authorization/Guaranteed Maximum Price (GMP) for the Overlook Baffle Box Project with Citywide CMAR Faden Builders.

Attachment(s):

1. Attachment 1 - Reso No. 2020-24 (CMAR) Services for Citywide Projects less than $2million
2. Attachment 2 - Reso No. 2020-72, Acceptance of the Lake County Water Authority Grant to install a Baffle Box on Lake Gertrude
3. Attachment 3 - Reso No. 2021-121, SJRWMD Lake Gertrude baffle box project grant agreement
4. 21-006 Overlook Baffle Box - Faden Task Authorization Citywide CMAR.SGS

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Chet Cramer, Project Manager	Approved - 1/24/2022
	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 1/24/2022
	John McKinney, Finance Director	Approved - 1/24/2022
	Sherry Sutphen , City Attorney	Approved - 1/26/2022
	Jessica Burnham, City Clerk	Approved - 1/26/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/26/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

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:

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.

Joseph Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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 / 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:
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

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.

SG 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
10				-		-	#DIV/0!	-	0.00
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

ATTACHMENT #2

RESOLUTION NO. 2020-72

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LAKE COUNTY WATER AUTHORITY STORMWATER GRANT FUNDING AGREEMENT; 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 of Mount Dora manages stormwater for the health, safety, welfare and overall benefit of residential and business properties in the City of Mount Dora; and

WHEREAS, maintaining the high quality and clarity of the water in Lake Gertrude is an expectation of the citizens of, and visitors to, the City of Mount Dora; and

WHEREAS, reducing the amount of untreated stormwater that enters into a public waterway assists in keeping such waterways free of pollutants; and

WHEREAS, the City of Mount Dora has developed a plan to reduce the amount of nutrients from untreated stormwater entering Lake Gertrude.

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 Lake County Water Authority Stormwater Grant Funding Agreement, (Agreement), attached hereto as **Exhibit "A"**, is hereby approved and the Mayor or designee thereof is authorized to execute the same on behalf of the City.

B. To the extent amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the City Attorney, the Mayor is hereby authorized to execute such amendments to the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate,

necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Lake County Water Authority Stormwater Grant Funding Agreement for the Lake Gertrude plan, 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 10th day of September, 2020.

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

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
City Attorney

EXHIBIT "A"
Lake County Water Authority
Stormwater Grant Funding Agreement

LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM
AGREEMENT TO FUND MOUNT DORA'S
BAFFLE BOX ON LAKE GERTRUDE

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and THE CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for the construction of a baffle box on Lake Gertrude.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of installing one (1) nutrient separating baffle box to reduce the nutrient loading in Lake Gertrude, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan,** and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and

"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.

3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **$65,000 (Sixty-five Thousand Dollars)**, or 50% (Fifty Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of **$65,000 (Fifty Thousand Dollars)**, or 50% (Fifty Percent) of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

(1) Payments shall further be conditioned upon the following:

i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the redistribution of flows from existing retention areas that are proposed to be eliminated or reduced;
ii. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
iii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
iv. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
v. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.

(2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.

c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.

d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.

B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.

5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.

7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.

9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.

10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall

not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.

13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher	
Water Resources Director	
Lake County Water Authority	
27351 SR 19	
Tavares, FL 32778-3119	
Telephone No.:	(352) 324-6141 ext. 38
Fax No.:	(352) 324-6364
E-mail Address:	jdanaher@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

George Marek	
Senior Project Manager	
City of Mount Dora	
900 North Donnelly Street, Mt. Dora FL 32757	
Telephone No.:	(352) 735-7151 ext. 185
E-Mail Address:	marekg@ci.mount-dora.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers'

Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.

19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.

20. The purchase of non-expendable personal property or equipment costing $1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.

21. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.

23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

_____ By: _____ 10-6-2020
Witness LCWA, Executive Director Date

Federal ID#: 59-6018003

CITY OF MOUNT DORA

_____
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida
Date: October 5, 2020

ATTEST:

Federal ID#: 59-6000380

_____
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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	Grant Work Plan (14 Pages)

Attachment A
Grant Work Plan

Applicant Information

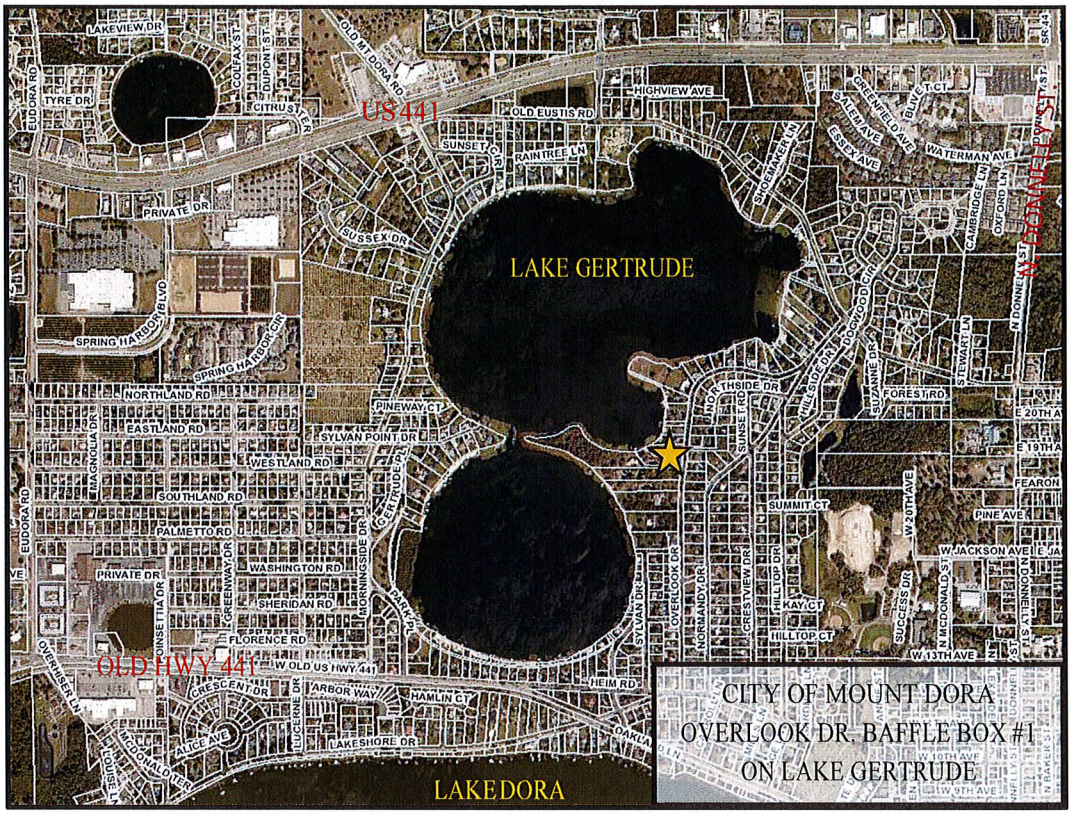
City of Mount Dora	Contact: Josef Grusauskas
(352) 735-7151 ext. 1807	Title: Utilities & Plant Operations Director
Overlook Baffle Box No. 1 on Lake Gertrude	E-mail: grusauskasj@cityofmountdora.com
Mailing Address: Utilities & Plant Operations Department, 1250 North Highland Street, Mount Dora, FL 32757	
Federal ID Number: 59-6000380	

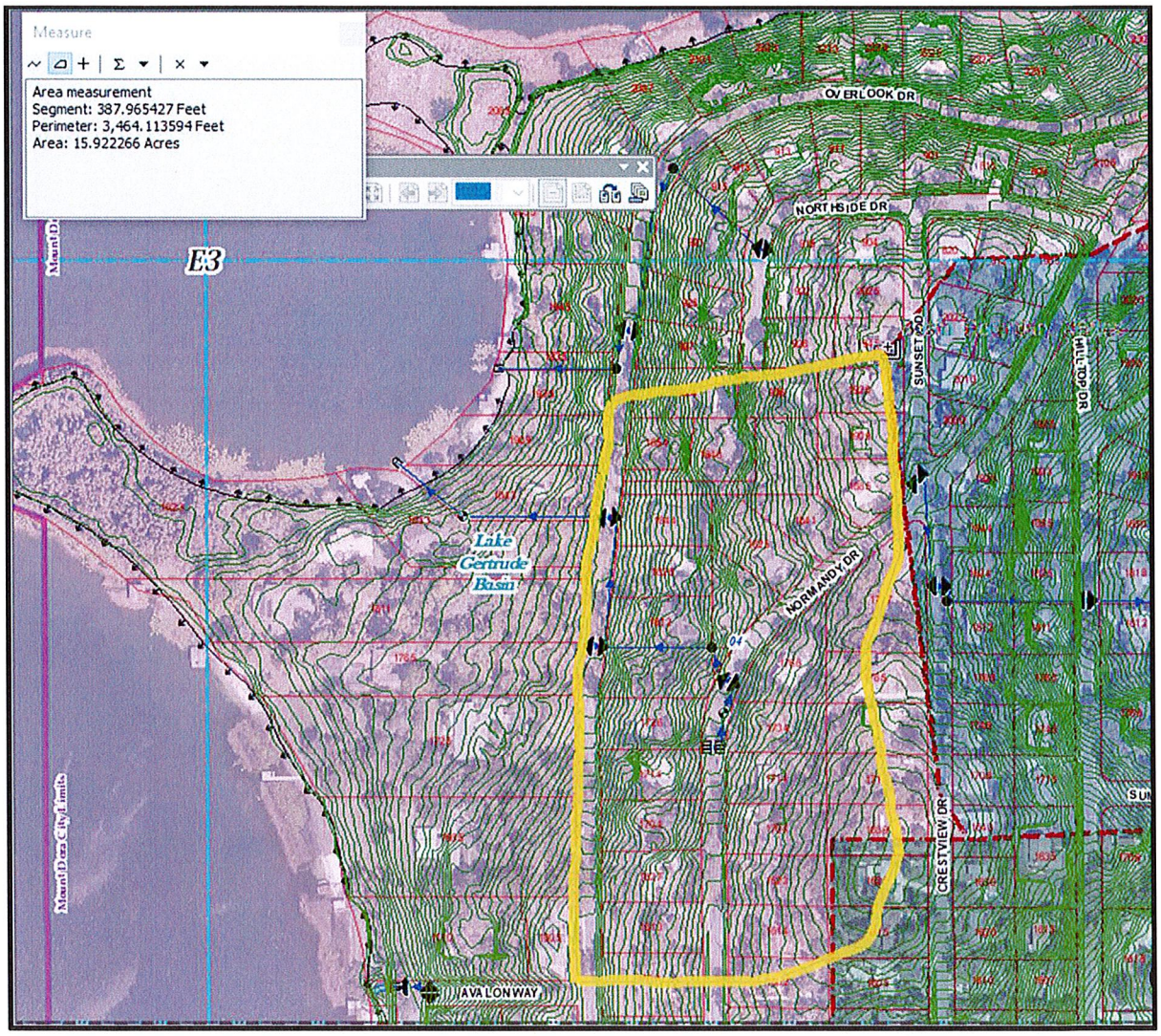
Location Maps

Please provide the following required information

☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

OVERI


LAKE GERTRUDE
US 441
OLD HWY 441
LAKE DORA
CITY OF MOUNT DORA
OVERLOOK DR. BAFFLE BOX #1
ON LAKE GERTRUDE
LAKEVIEW DR
TYRE DR
EUDORA RD
COUTAS ST
DUPONT ST
CITRUS ST
OLD MT DORA RD
HIGHVIEW AVE
OLD EUSTIS RD
SUNSET DR
RAINTREE LN
PRIVATE DR
SUSSEX DR
SPRING HARBOR BLVD
SPRING HARBOR DR
NORTHLAND RD
EASTLAND RD
PINEWAY CT
SYLVAN POINT DR
WESTLAND RD
SOUTHLAND RD
PALMETTO RD
WASHINGTON RD
SHERIDAN RD
FLORENCE RD
W OLD US HWY 441
CRESCENT DR
ARBOR WAY
HAMLIN CT
LAKESHORE DR
HEIM RD
LUCERNE DR
ALICE AVE
OVERHISER LN
POINSETTIA DR
GREENWAY DR
LONNINGSIDE DR
GERTRUDE PL
PARK PL
SYLVAN DR
OVERLOOK DR
NORMANDY DR
CRESTVIEW DR
HILLTOP DR
KAY CT
HILLTOP CT
SUMMIT CT
NORTHSIDE DR
SUNSET RD
HILLSIDE DR
ROCKWOOD DR
SUZANNE DR
FOREST RD
STEWART LN
SHOEMAKER WY
ESSEX AVE
SATELLA AVE
GREENFIELD AVE
BLUFF ST CT
WATERMAN AVE
CAMBRIDGE LN
OXFORD LN
N DONNIE LN
N CLARENCE ST
E 20TH AVE
E 19TH AVE
FEARON
PINE AVE
W 20TH AVE
W JACKSON AVE
N MCDONALD ST
SUCCESS DR
W 13TH AVE
W 10TH AVE
W 9TH AVE
SR 46



WATERSHED MAP

15.9 ac residential neighborhood with mature growth of deciduous trees

BASIN HYDROLOGY

Lake Gertrude is the receiving waterbody. Lake Gertrude has direct outfall connection to Lake Dora at its southern end.

Lake Dora is part of the Ocklawaha Chain of Lakes, also known as the Harris Chain of Lakes. Lake Dora flows out to Lake Eustis, and thence into Lake Griffin which forms the headwater of the Ocklawaha River.

Please provide input on the following criteria that will be evaluated:

☐ **Overall Project**: Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. **(14 points max)**

The City of Mount Dora has a well-managed and aggressive program of leaf litter removal. Mount Dora conducts regular street sweeping operations, maintains and cleans several other leaf litter and sediment trap BMPs located on storm drainage outfalls to Lake Gertrude and Lake Dora.

Maintaining a high quality and clarity of water in Lake Gertrude is an expectation of the residents and folks that use the lake. In response to the community's demand for nutrient reduction from our street stormwater discharge, the City has identified the 15.9-acre untreated watershed described in this application as its next location for construction of a baffle box.

We estimate the project cost at $133,000. That includes $55,000 for the prefabricated baffle box delivered to the site, plus $78,000 for installation including mobilization, clearing and grubbing, maintenance of traffic and site restoration. The entire cost is water quality related for this project.

The Overlook Drive Baffle Box #1 project is a standalone project. Nevertheless, the City has identified at least two other locations on City streets where it believes addition of baffle boxes would benefit Lake Gertrude. The City hopes to offer these two additional sites as potential grant funding opportunities subject to available funds, this year or in a future grant cycle.

Other opportunities exist for construction of baffle boxes on Lake County road outfalls to Lake Gertrude within the City limits for which the City would like to explore a joint project with Lake County in the future.

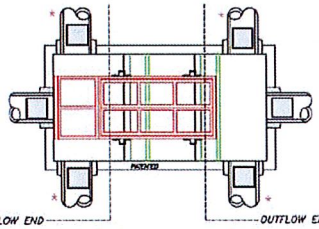
As can be seen in the Project Site photo that follows, a principal technical advantage is that the baffle-box can be built adjacent to the street pavement. This enables ease of access for periodic removal of sediment and leaf litter.

To borrow a term from the computer industry, nutrient removal baffle boxes are real "plug-and-play" components in an overall strategy of reducing nutrient laden discharges to our lakes and rivers. The ability to set a single structure on an unprotected outfall pipe is a huge technical advantage especially when space is severely limited.



Project Site – Overlook Drive

INDICATE INFLOW AND OUTFLOW PIPES AND FLOW DIRECTIONS ON DRAWING BELOW BY CHECKING PIPE LOCATIONS.
* Indicates non-standard pipe location.



NUTRIENT SEPARATING BAFFLE BOX

PATENTED WITH PATENTS PENDING

PROJECT DESIGN WORKSHEET

RECOMMENDED MODEL:
NSBB – ___ – ___
(WIDTH) (LENGTH)

SELECT TYPE OF COVER AT FINISH GRADE
☐ ROAD
☐ GRASS
☐ SIDE WALK
☐ PARKING LOT

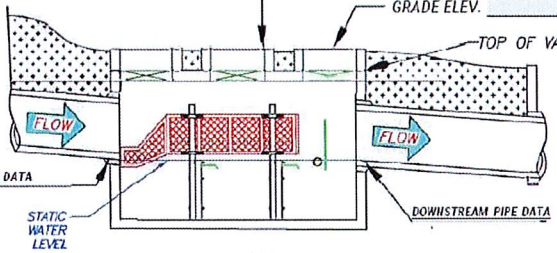
ACCESS TYPE:
☐ GRATES
☐ RINGS & COVERS
☐ HATCHES

LOAD RATING: ☐ H-20 ☐ PEDESTRIAN ☐ OTHER

GRADE ELEV. ___

TOP OF VAULT ELEV. ___

PIPE DIA.: ___
MATERIAL: ___
INV. ELEV.: ___



PIPE DIA.: ___
MATERIAL: ___
INV. ELEV.: ___

FRONT VIEW

DESIGN FLOWS

WATER QUALITY FLOW: ____ CFS

PEAK FLOW: ____ CFS

WATER TYPE (Fresh, Brackish, Salt): ___

GENERAL PROJECT DATA:

PROJECT NAME: ___
STRUCTURE ID: ___
LOCATION: ___
ENGINEER: ___
COMPANY: ___
PHONE: ___
DATE: ___

Oldcastle Infrastructure
A CRH COMPANY

MANUFACTURED BY:
Oldcastle Infrastructure
798 Clearlake Road
Cocoa, FL 32922
321-637-7552
www.oldcastleinfrastructure.com

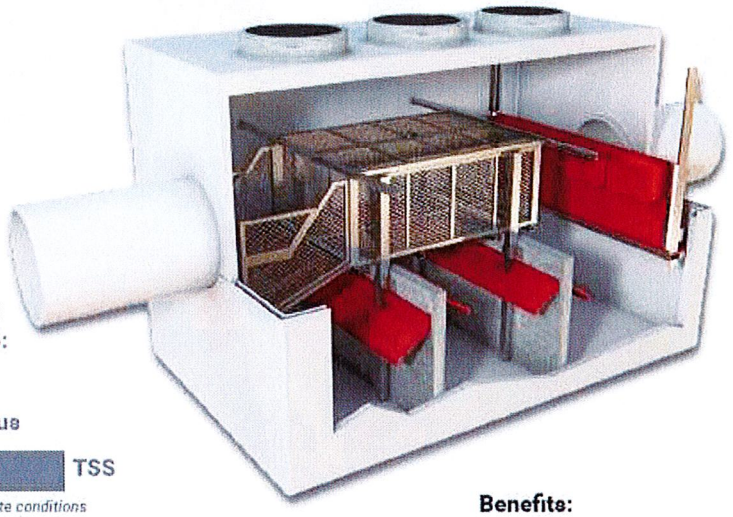
Water table for anti-float calculations:

Oldcastle internal use only.

Oldcastle Infrastructure
A CRH COMPANY

NSBB™

Nutrient Separating Baffle Box®



NSBB™ Removal Efficiencies up to:

- 20% Nitrogen
- 19% Phosphorous
- 90% TSS

*Varies based on sizing & site conditions

The Nutrient Separating Baffle Box (NSBB) is an advanced vault treatment system for stormwater runoff. Its patented screen system is designed to capture and store debris in a dry state to minimize nutrient leaching and allow for easy servicing. The NSBB's triple chamber design affords high TSS removal over a wide range of particle sizes, while patented deflectors ensure no sediment scouring occurs during high flows. This allows for on-line installation without the need for separate diversion structures. The NSBB is a widely accepted stormwater treatment BMP among developers, civil engineers and municipalities nationwide.

Benefits:

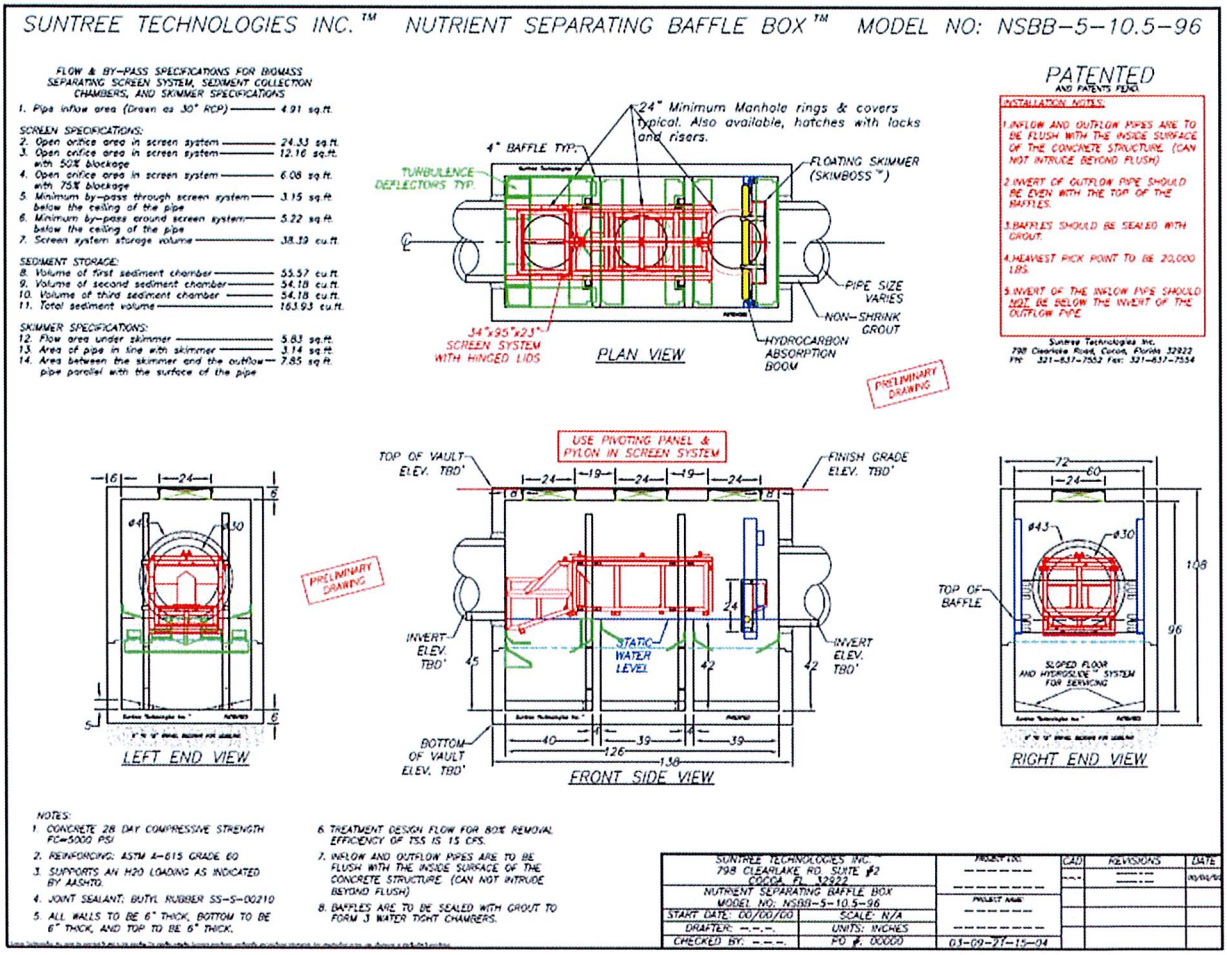
- Retrofits existing watersheds
- Patented screens maximize storage and prevent debris loss
- Easy vacuum truck servicing
- Dry state storage separates debris and trash from water and sediment
- Will not go septic between storms
- Captures thousands of pounds of debris, sediment and nutrients
- Pretreatment for rainwater harvesting and detention areas
- Meets requirements for Full Trash Capture TMDL Programs

Suntree Technologies Inc.

LEED Credit Eligible:

6.2 Stormwater Design / Quality Control

Overlook Drive Baffle Box #1 – Nutrient Removal Efficiencies



Model No.: NSBB-5-10.5-96

Removal Efficiencies and Flow Rates						
NSBB Model#	Maximum Recommended Treatment Capacity	Typical recommended Treatment Capacity	80% TSS Removal For 150µm Particle Size	80% TSS Removal For 125µm Particle Size	80% TSS Removal For 75µm Particle Size	80% TSS Removal For 50µm Particle Size
NSBB-2-4	3 cfs	1 cfs	1 cfs	0.81 cfs	0.45 cfs	0.27 cfs
NSBB-3-6	6 cfs	3 cfs	3 cfs	2.47 cfs	1.35 cfs	0.63 cfs
NSBB-4-8	12 cfs	8 cfs	8 cfs	6.51 cfs	3.6 cfs	1.74 cfs
NSBB-5-10	30 cfs	15 cfs	15 cfs	12.45 cfs	7.5 cfs	3.82 cfs
NSBB-6-12	46 cfs	24 cfs	24 cfs	19.55 cfs	10.8 cfs	5.4 cfs
NSBB-8-14	60 cfs	32 cfs	32 cfs	26.09 cfs	14.4 cfs	7.7 cfs
NSBB-8-16	75 cfs	40 cfs	40 cfs	32.31 cfs	18 cfs	8.2 cfs

Removal Efficiencies

The removal efficiencies and flow rates provided by the manufacturer in the diagram and table above are a reasonable representation of the performance we can expect from the NSBB-5-10 model we plan to deploy for this project. City of Mount Dora work forces exercise much diligence in removing trapped sediment and leaf litter from its various nutrient removal BMPs. It is one thing to build the baffle box. It is another thing to manage a program of keeping the boxes clean. It is this program of constant vigilance at which Mount Dora excels.



☐ **Status of Project**: Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. **(5 points max)**

Conceptual	COMPLETE
Study	COMPLETE
Design	PRELIMINARY DESIGN COMPLETE; PLANS COMPLETE MARCH 31, 2020
Permits	PERMITS ISSUED BY APRIL 30, 2020
Bid Packages Prepared	BID PACKAGES READY BY APRIL 30, 2020
Time from Award to Project Completion	ONE MONTH

☐ **Public Benefit**: Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. **(19 points max)**

Lake County Board of County Commissioners owns a 2.18-acre park that abuts the southwest shore of Lake Gertrude. It joins with an approximately 4,250-foot-long paved pedestrian walking trail that wraps all along the southern shore of Lake Gertrude ending at the intersection of N. Sylvan Drive and W. Avalon Way.

While general public access to the water is limited to the park and pedestrian pathway, one does not need to be boating on Lake Gertrude to appreciate the relative clarity of the water, due in part to the City's diligence in screening trash, debris and leaf litter from its stormwater discharge.

The City has a goal of implementing a nutrient removal BMP at every unprotected outfall pipe to Lake Gertrude. This baffle box installation will complete one more toward reaching our goal.

Public benefit is realized simply in the satisfaction of knowing we have done everything we can within reason to affect an improvement in the water quality of the lakes and rivers in our community. Evidence of this can be seen in the health, variety, and population of the birds and other wildlife that frequent our clean lake.



Perimeter Paved Walking Path

Pollutant Removal

Statewide Best Management Practice (BMP) Efficiencies for Nonpoint Source Management of Surface Waters
Draft – July 2018

Source: https://floridadep.gov/dear/water-quality-restoration/documents/statewide-best-management-practice-bmp-efficiencies

BMP Type	Standard BMPs	TP % Reduction	TN % Reduction	Data Source
Baffle Boxes	**Baffle boxes—First generation (hydrodynamic separator)[1]**	2.30 %	0.50 %	Final report, Contract S0236, *Effectiveness of baffle boxes plus media filter,* by GPI Southeast 2010; *Demonstration bio media for ultra-urban stormwater treatment,* by University of Central Florida (UCF) for Florida Department of Transportation (FDOT); and Final report, Contract S0497, *Baffle box with media filtration installation and effectiveness evaluation* by City of Casselberry
	Baffle boxes—Second generation[1]	15.5 %	19.05 %	
	Baffle boxes—Second generation plus media filter[1]	BMPTRAINs model	BMPTRAINs model	

NUTRIENT SEPARATING BAFFLE BOX: LEAF AND NUTRIENT REMOVAL SYNOPSIS

Prepared By:

Daniel P. Smith, Ph.D., P.E., DEE
Applied Environmental Technology

10809 Cedar Cove Drive
Thonotosassa, FL 33592-2250

11207 Kenilworth Avenue
P.O. Box 576
Garrett Park, MD 20896-0576

Prepared For:

Suntree Technologies Inc.
798 Clearlake Road
Cocoa, FL 32922

April 10, 2007

Source:
https://www.suntreetech.com/uploads/1/1/4/5/114586811/nsbb_leaf_nutrient_removal.pdf

For a 10.6-acre watershed in Rockledge, FL this study found the following pollutant removal results for a 167-day period:

Table 1 Material removal from screen basket

Date	Mass Removed (lbs)
3/14/2007	460
3/28/2007	484
Total	944

Table 2 Nutrient analyses of material removed from screen basket

Date	Total Kjeldahl Nitrogen (mg/kg)	Total Phosphorus (mg/kg)
Composite 1 (sideline)	77.6	99.1
Composite 2 (centerline)	262	105
Average	169.8	102.1

☐ **Pollutant Removal**: Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. **(29 points max)**

We estimate 15.9 acres of watershed area that drains to the proposed baffle box. Of this acreage, we estimate 2.9 acres is impervious. The impervious acreage is comprised of roofs, driveways and street pavement surfaces.
The targeted pollutants are Total Nitrogen and Total Phosphorus. Our goal is to achieve the removal efficiency reported in FDEP's July 2018 Draft Statewide Best Management Practice (BMP) Efficiencies for Nonpoint Source Management of Surface Waters as cited above. Pollutants are removed in the form of trash, leaf litter, debris, and soil sediment. We have not yet found a good way to predict the annual weight or volume of these constituents related to the catchment area. If LCWA will suggest a good source or method, we would appreciate knowing it.
Based on the Daniel Smith, PhD study average results cited above upscaled for our larger area and a full year, the 944 lbs. of wet leaf litter would yield 944 lb (169.8 mg/kg / 2.2lb/kg) * 0.0000022046 lb/mg x 365/167 x 15.9/10.6 = 0.53 lb TKN removed per year. It would also yield 944 lb (102.1 mg/kg / 2.2lb/kg) * 0.0000022046 lb/mg x 365/167 x 15.9/10.6 = 0.32 lb TP removed per year.
Capture rates and performance are very difficult to predict with any accuracy. Let's just say that our crews will make every effort to remove all the leaves and sediment the baffle box captures.
There are no existing retention ponds in the watershed. Soils in the watershed are comprised of Astatula sands, AtD, AtB, and AtF.

☐ **Type of Project**: What type of project is proposed by the applicant? **(15 points max)**

(Circle appropriate answer)

Stormwater Construction Only	15 points
Engineering Design and Construction	9 points
Engineering Design, Construction, and Land Acquisition	6 points
Stormwater Study	3 points
Other Pollutant Removal Items	0 points

☐ **Cost Sharing**: What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

_____ %	0 to 25% LCWA reimbursement of project cost	15 points
50 %	26 to 50% LCWA reimbursement of project cost	12 points
_____ %	51 to 75% LCWA reimbursement of project cost	6 points
_____ %	76 to 100% LCWA reimbursement of project cost	3 points

☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
NONE		
Total		100

ATTACHMENT #3

RESOLUTION NO. 2021-121

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT COST SHARE AGREEMENT, CONTRACT NUMBER 36912; 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 of Mount Dora owns and maintains a stormwater system for the health, safety, welfare and overall benefit of residential and business properties in the City of Mount Dora; and

WHEREAS, the City has determined that installing a baffle box in the Lake Gertrude water basin will assist with reducing the amount of pollutants which flow into the lake, thus, improving the area water quality; and

WHEREAS, the City applied to St. Johns River Water Management District (SJRWMD) for a cost sharing grant to assist with the Lake Gertrude baffle box project; and

WHEREAS, the City of Mount Dora has been awarded a grant by SJRWMD through Contract Number 36912 to receive funding to assist with the Lake Gertrude baffle box project.

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 SJRWMD Cost Share Agreement, Contract Number 36912, (Agreement), attached hereto as **Exhibit "A"**, is hereby approved and the Mayor or designee thereof is authorized to execute the same on behalf of the City.

B. To the extent amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the City Attorney, the Mayor is hereby authorized to execute such amendments to the Agreement on behalf of the City.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to SJRWMD Cost Share Agreement, Contract Number 36912, 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 21st day of December, 2021.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

for Jessica Burnham
City Clerk

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

Sherry G. Sutphen
City Attorney

EXHIBIT "A"
SJRWMD Cost Share Agreement
Contract Number 36912

COST-SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF MOUNT DORA

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF MOUNT DORA ("Recipient"), 510 North Baker Street, Mount Dora, FL 32757-0176. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2021-2022 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 11, 2021 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Mount Dora Overlook Baffle Box No. 1 on Lake Gertrude Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until June 30, 2022 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every

aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before April 1, 2022. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds $100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

(c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2022, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES**. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING**

(a) For satisfactory completion of the Project, the District shall pay Recipient 25% of the total Project cost, but in no event shall the District cost-share exceed $44,825. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100 % of approved cost or the not-to-exceed sum of $44,825, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice**. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
Sara Driggers, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
Phone: 386-312-2305
Email: sdrigger@sjrwmd.com

RECIPIENT
George Marek, Project Manager
City Of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757-0176
Phone: 352-735-7126
Email: marekg@ci.mount-dora.fl.us

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Manager within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

(b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. **FAILURE TO COMPLETE PROJECT**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also

terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**

    (a) **Maintenance of Records**. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

    (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Lake County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project

ATTACHMENT A - STATEMENT OF WORK
CITY OF MOUNT DORA – OVERLOOK BAFFLE BOX NO. 1 ON LAKE GERTRUDE PROJECT.

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Mount Dora (Recipient) requested funding for their Mount Dora Overlook Baffle Box No. 1 on Lake Gertrude Project for the not-to-exceed amount of $44,825, towards the estimated construction cost of $179,300. This request was approved by the Governing Board. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to install an overlook baffle box that will capture leaf litter and bed load that currently flows untreated out to Lake Gertrude through a 24-inch diameter storm drainage outfall. The estimated nutrient load reduction water quality benefit is 42 lbs./yr. TN and 10 lbs./yr. TP.

III. SCOPE OF WORK

The project includes installation of a nutrient separating baffle box in storm drainage prior to outfall into Lake Gertrude and Lake Dora.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Wendy L. Cox
Michael A Register, P.E., Executive Director, or designee

Date: 1/5/22

CITY OF MOUNT DORA

By: _____
MAYOR, CITY OF MOUNT DORA
Typed Name and Title

Date: December 21, 2021

Attest: N. Wisniewski

Nicole Wisniewski, Deputy City Clerk
Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

  - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
  - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
  - Construction plans, specifications, and contract documents for the site work must be made available upon request;
  - Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos including preconstruction, construction and postconstruction with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is June 30, 2022. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	01/01/2022	6/30/2022

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District's cost-share exceed $44,825. It is anticipated that all expenditures will occur in FY2021-2022.

In the event the Recipient incurs any Project expenses prior to the Effective Date of the Agreement, the District will not reimburse the Recipient for those expenses.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Mount Dora detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement effective date through expiration date.

FY 21-22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	$179,300	$44,825

ATTACHMENT B
PROJECT PROGRESS REPORT

Contract: 36912
Date: _____

St. Johns River Water Management District
Project Progress Report

Report Number: _____

Contract/Project Identification

Project Name:	City of Mount Dora -- Overlook Baffle Box No. 1 on Lake Gertrude
Recipient:	City of Mount Dora

SJRWMD Contract Number:	36912	SJRWMD Project Manager:	Sara Driggers
		Recipient's Project Manager:	Robin Hayes

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting peroid. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: James V. Ailes
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757-0176

FROM: Sara Driggers , Project Manager

CONTRACT NUMBER: 36912

CONTRACT TITLE: Mount Dora Overlook Baffle Box No. 1 on Lake Gertrude

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. N/A'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

N/A's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(N/A agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Sara Driggers, District Project Manager

Acknowledged: _____ Date: _____
Jessica Shifrin, District Senior Procurement Specialist

c: Contract file
Financial Service

Sample

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, 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:
Philip Rapalje

Project Name:
Overlook Baffle Box #1

Project Number:
21-006

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: Chet D. Cramer Digitally signed by Chet D. Cramer DN: C=US, E=cramerc@cityofmountdora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer Date: 2022.01.24 09:36:31-05'00' Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____ Date: _____

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Todd Faden	**Print Name:** Crissy Stile
Title: President- Faden Builders, Inc	**Title:** Mayor
Signature:	**Signature:**
Date: 1/20/2022	**Date:**

FADEN
BUILDERS, INC

11/30/2021 Project No. 220169

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: MD Project No. 21-006 – Overlook Drive Baffle Box

Exhibit A: Scope of Work

The scope is based on the Preliminary Plan and Baffle Box Shop Drawing that was provided by the City of Mount Dora:

1. General Conditions
    a) Project Schedule
    b) Pre-con survey, restore corner property markers and as-built survey
    c) Utility Locates
    d) Tree Removal Permit
    e) M.O.T.
    f) Road closure/detour routing will be provided by the City of Mount Dora. Closure for one day is anticipated.
    g) Right of Entry will be procured by the City of Mount Dora for the adjacent properties (1833 and 1843 Overlook Drive)
2. Site
    a) Install silt fence and turbidity barriers as required
    b) Remove concrete pedestal, lighting, irrigation and landscaping
    c) Remove tree cluster and grind stumps
    d) Restore concrete pedestal, lighting, irrigation and landscaping
    e) Paint any exposed faces of baffle box

3. Excavation and Baffle Box Installation
    a) Excavate for the removal of existing RCP and installation of new baffle box
    b) Install gravel/stone base
    c) Receive, unload and set baffle box and connect existing RCP storm
    d) Backfill with gravel/stone to 2' below grade
    e) Use onsite fill to backfill and grade

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. ROW permit and tree removal permit will be provided by the City of Mount Dora at no charge.
3. No other permitting is required, therefore any and all permit fees are excluded.
4. Dewatering is excluded.

FADEN
BUILDERS, INC

Exhibit B: Price/GMP Breakdown

1.	General Conditions	$ 15,692.14
2.	Site	$ 21,970.43
3.	Excavation / Installation	$ 52,641.64
	Baffle Box	$ 39,550.00
	Subtotal	$ 129,854.21
	Mark-up 12%	$ 15,582.51
	Total	$ 145,436.72
	Contingency	$14,543.67
	Project Team	$19,543.60
	Bond	excluded
	Gross Maximum Price (GMP):	**$179,523.99**

Exhibit C: Basic Schedule

Project Management Information System (PMIS) will not be required for this project.
Project will take approximately 3 weeks to complete.
Baffle box fabrication has a 4-6 week lead time.
Procurement will begin promptly after the issuance of the notice to proceed/work authorization.

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors

RCM Utilities
Windsor & Son Tree Service
The Yard Stop

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Assignment between Peebles, Smith & Matthews, Inc., and Gray Robinson, P.A.

Introduction:
Gray Robinson, P.A.. has requested the City approve assignment of the City of Mount Dora agreement with Peebles, Smitth & Matthews, Inc. to Gray Robinson, P.A.

Discussion:
On July 31, 2018, Peebles, Smith & Matthews, Inc. entered into a five (5) year professional services agreement with the City related to RFP 18-CM-013 for lobbying services. On October 5, 2021, the agreement was amended to clarify the term.

As of January 1, 2022, Gray Robinson, P.A. has acquired Peebles, Smith & Matthews, Inc. and is requesting approval of the assignment of the City of Mount Dora agreement to Gray Robinson, P.A. The same lobbying staff of Ryan Matthews, Angela Drzewiecki, and Amy Harllee will continue to provide contracted lobbying services for the City of Mount Dora.

Budget Impact:
Not Applicable

Strategic Impact:
Lobbying services support all strategic goals of the City.

Recommendation Staff recommends City Council approve assignment of the Peebles, Smith & Matthews, Inc. agreement to Gray Robinson, P.A.

Attachment(s):
1. Assignment.Peebles Smith - Gray Robinson.SGS

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 1/25/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/25/2022
	Jessica Burnham, City Clerk	Approved - 1/25/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

ASSIGNMENT

THIS ASSIGNMENT is made by Peebles, Smith & Matthews Inc., Post Office Box 10930, Tallahassee, Florida 32302 ("**Assigning Party**") and Gray Robinson, P.A., 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301, ("**Assuming Party**"), and duly accepted by the City of Mount Dora, 510 N. Baker Street, Mount Dora Florida 32757 (hereinafter referred to as "**City**") as evidenced by the signatures affixed below.

WITNESSETH

WHEREAS, on July 31, 2018, the Assigning Party entered into a Professional Services Agreement with the City, related to RFP #18-CM-013, which was amended through Amendment 1 on October 5, 2021; ("Agreement"); and

WHEREAS, as of January 1, 2022, the Assuming Party acquired the Assigning Party;

WHEREAS, the Assigning Party desires to assign all of its rights and obligations under said Agreement to the Assuming Party; and

WHEREAS, the Assuming Party desires to accept all of the rights and obligations under said Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged. The parties hereto agree as follows:

1. The Assigning Party does hereby grant, pledge, assign and transfer any and all of its right, title, interest and obligations, in and to the Agreement, to the Assuming Party.

2. The Assuming Party does hereby agree to be bound by and accept all right, title, interest, obligation and responsibility as set forth in the Agreement.

3. The Assuming Party does hereby agree to the following as an amendment to the Agreement:

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).
Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

4. It is declared to be the intent of the parties hereto that, if any section, sentence, clause, phrase, or portion of this Assignment, is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

5. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules and/or regulations. The venue for any and all litigation, arising under this Assignment, shall lie in Lake County, Florida.

6. The Assigning Party and the Assuming Party hereby represent that they have not entered into any other Agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

IN WITNESS WHEREOF, this Assignment is hereby made effective this ___ day of _____, 2022.

PEEBLES, SMITH & MATTHEWS, INC.
(Assigning Party)

By: _____

Print: Ryan Matthews

Title: Owner

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ryan Matthews, as Principal/Owner, of Peebles, Smith & Matthews, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 18th day of January, 2022.

AMY HARLLEE
MY COMMISSION # HH 054610
EXPIRES: October 19, 2024
Bonded Thru Notary Public Underwriters

(stamp)

Amy Harllee
NOTARY PUBLIC, State of Florida

GRAY ROBINSON, P.A.
(Assuming Party)

By: _____

Print: Roy Dean Cannon Jr.

Title: President & CEO

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of ROY DEAN CANNON, as PRESIDENT & CEO, of GRAY ROBINSON, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 18th day of JANUARY, 2022.

(stamp) LISA D. MILLER
MY COMMISSION # GG 345040
EXPIRES: June 13, 2023
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC, State of Florida

THIS ASSIGNMENT is hereby accepted by the City, this ___ day of February, 2022.

CITY OF MOUNT DORA

_____
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

_____
JESSICA BURNHAM
CITY CLERK

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

_____
Sherry G. Sutphen, City Attorney

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Cross-Access Easement between the City of Mount Dora and RAH Acquisitions, Inc.

Introduction:
This is a request for City Council to approve a Cross-Access Easement between the City of Mount Dora and RAH Acquisitions, Inc.

Discussion:
Butch Hendrick of RAH Acquisitions, Inc. contacted the City of Mount Dora to request a cross-access easement on the properties located at 2015 Donnelly Street and 2023 North Donnelly Street in order to formally memorialize the mutually beneficial use of the driveway apron and paved parking areas on the properties by both parties. Historically, both parcels have used the same driveway entrance on the Hendrick parcel to access their buildings and parking areas and patrons of the Hendrick parcel traverse a paved area located on the City parcel in order to access existing parking spaces. City Attorney Sherry G. Sutphen has worked with counsel for RAH Acquisitions, Inc. to ensure the City is indemnified in granting this cross-access easement.

Budget Impact:
Not applicable.

Strategic Impact:
Not applicable.

Recommendation City Council approve a Cross-Access Easement between the City of Mount Dora and RAH Acquisitions, Inc.

Attachment(s):
1. Cross Access Easement Hendrick-City of Mt Dora.SGSclean

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 1/26/2022
	Jessica Burnham, City Clerk	Approved - 1/26/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/26/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

Prepared By and Return To:
Leslie Campione, Esquire
Leslie Campione, P.A.
342 East Fifth Avenue
Mount Dora, FL 32757

CROSS-ACCESS EASEMENT

THIS CROSS-ACCESS EASEMENT made by and between RAH Acquisitions, Inc. whose mailing address is 35816 Pinegate Trail, Eustis, FL 32636, their successors, grantees, heirs and assigns (hereinafter referred to as "HENDRICK") and the CITY OF MOUNT DORA, a municipality in the State of Florida, whose mailing address is 510 N. Baker Street, Mount Dora, FL 32757, its successors, grantees and assigns (hereinafter referred to as "CITY").

W I T N E S S E T H

WHEREAS, HENDRICK is the owner of that certain tract of land in Lake County, Florida, identified as the "HENDRICK Parcel" on the site plan attached hereto as Exhibit A and incorporated herein by this reference, and more specifically described on Exhibit B attached hereto and incorporated herein by this reference (the "HENDRICK Parcel); and

WHEREAS, CITY is the owner of that certain tract of land in Lake County, Florida, immediately adjacent to the HENDRICK Parcel, identified as the "CITY Parcel" on the site plan attached hereto as Exhibit A and incorporated herein by this reference, and more specifically described on Exhibit C attached hereto and incorporated herein by this reference; and

WHEREAS, both parcels are contiguous to Donnelly Street, a street that is owned and maintained by the CITY, and both parcels use the same driveway entrance located on the HENDRICK Parcel to access their buildings and parking areas although no formal agreement or legal instrument exists which memorializes this arrangement; and

WHEREAS, the parking area on the HENDRICK Parcel does not have sufficient room for patrons to back out of individual parking space unless they traverse onto a paved area located on the CITY Parcel although no formal agreement or legal instrument exists which memorializes this arrangement and which is hereinafter referred to as the "No-Parking Zone" and marked as such on the site plan attached hereto as Exhibit A; and

WHEREAS, it is in both parties' interests to memorialize the current driveway and parking arrangement by establishing a cross-access easement between the HENDRICK Parcel and the CITY Parcel to provide a for a common driveway to Donnelly Street, allow cars to move between the two parcels, and allow HENDRICK to use the "No-Parking Zone" as an area where cars can back out of the parking spaces located on the HENDRICK Parcel.

NOW, THEREFORE, in consideration of the mutual terms, understandings, conditions, premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the HENDRICK Parcel and the CITY Parcel shall be owned, sold, conveyed, transferred, occupied and used subject to the following:

1. Cross Access Easements.

(a) (i) HENDRICK, as the owner of the HENDRICK Parcel, hereby grants, bargains, sells and conveys to CITY OF MOUNT DORA, as owner of the CITY Parcel, a nonexclusive, perpetual easement for vehicular and pedestrian access over and upon the area depicted on the attached Exhibit A (hereafter called "HENDRICK Easement Area"), made a part hereof, for the benefit of all portions of the CITY Parcel, the owners thereof, and any tenants, employees, agents, invitees, licensees, successors, heirs, assigns or the like. Such Easement is granted and conveyed free of all liens and encumbrances, or with all liens and encumbrances subordinated to CITY's interest herein granted.

TO HAVE AND TO HOLD, the rights, privileges and easements for the purposes stated herein in and upon the HENDRICK Parcel unto the CITY OF MOUNT DORA, its, assigns and successors in interest, until such time as this Agreement is terminated as provided herein.

(a) (ii) CITY OF MOUNT DORA, as the owner of the MOUNT DORA Parcel, hereby grants, bargains, sells and conveys to HENDRICK, as owner of HENDRICK Parcel, a nonexclusive, perpetual easement for vehicular and pedestrian access over and upon the area depicted on the attached Exhibit A, (hereafter called "MOUNT DORA Easement Area") made a part hereof, for the benefit of the HENDRICK Parcel, the owners thereof, and any tenants, employees, agents, invitees, licensees, successors**,** heirs, assigns or the like. Such Easement is granted and conveyed free of all liens and encumbrances, or with all liens and encumbrances subordinated to the HENDRICK's interest herein granted.

TO HAVE AND TO HOLD, the rights, privileges and easements for the purposes stated herein in and upon the CITY Parcel unto HENDRICK, its, assigns and successors in interest, until such time as this Agreement is terminated as provided herein.

(b) The rights granted hereunder shall not in any manner give any party hereto, its grantees, lessees, agents, successors, and assigns, any right to park vehicles upon the parcel owned by any other party, its grantees, successors or assigns, or in the easement area.

2. Maintenance. Each party covenants and agrees to maintain the Easement Area located on their respective property in good condition and repair and in accordance with any specifications for such maintenance as mandated by applicable governmental authorities. Neither party shall be permitted to maintain the Easement Area located on the other party's property without the written consent of such other party.

3. Non-Obstruction. The easements herein granted are intended to, and shall be construed to, permit free and unobstructed usage of the easement areas created herein and described in the attached Exhibits, as the same may exist from time to time (the "Easement Areas"). Accordingly, no charges may be imposed for such use and no barriers or other obstructions may be placed (except as expressly provided herein) anywhere within the Easement Areas; provided, however, an owner of any parcel affected may, in good faith, temporarily restrict or prohibit the use of the Easement Areas at such time or times as may be reasonably necessary or appropriate to perform any maintenance, repair or reconstruction of any portion of the Easement Areas. Nothing in this Paragraph shall be construed to prevent either party from realigning any portion of the Easement Area which encumbers that party's property, or relocating structures or other improvements, the effect of which would be to compel the realignment or relocation of any portion of the Easement Area, so long as any such realignment or relocation does not obstruct the

passage of vehicles or pedestrians over the Easement Area as a whole and does not deprive the other party of the substantial benefits intended to be derived here from or so burden the use of those benefits as to render them of little or no importance.

4. Reservation of Rights. The parties hereto, for themselves and their successors and assigns, hereby reserve any and all rights to the subsurface beneath, and the airspace over, their respective tracts(s) of land, including the right to use the same so long as the use is not inconsistent with this or other agreements between the parties, and does not impede the free and unobstructed use of the Easement Areas intended to be provided by this Agreement.

5. Entire Agreement. This Agreement, and other written agreements executed substantially contemporaneously hereto, sets forth the entire understanding of the parties with regard to its subject matter. This Agreement may not be amended orally, by implication, by a course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors.

6. Miscellaneous.

(a) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action pursuant to this Agreement shall be in Lake County, Florida.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns in ownership of any portion of the HENDRICK Parcel and/or the CITY Parcel.

(c) Amendment or Termination. This Agreement may not be amended or terminated orally but only by a document duly executed by the owners of the HENDRICK Parcel and the CITY Parcel and duly recorded in the official records of Lake County, Florida. Any alleged amendment or termination which is not so documented and recorded shall not be effective.

(d) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provisions herein shall, for any reason and to any extent, be found invalid or unenforceable by a court of competent jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(e) Waiver. This Agreement may not be waived orally or impliedly, but only by a written document executed by the party against whom such waiver is sought. Neither the failure of a party to complain of any violation of this Agreement, regardless of how long such failure continues, nor the failure of a party to invoke any right, remedy or recourse for a violation hereof, shall extinguish, waive, or in any way diminish the rights, remedies and recourses of the party with respect to such violation. No waiver by any party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof.

(f) Liability; Subsequent Sale. Upon the divestiture (voluntarily or involuntarily) of the legal and beneficial title of any owner hereunder to its parcel, the prior owner shall thereupon be relieved of all liability under this Agreement which accrues after the date of divestiture.

(g) Due Execution; Authority; Binding Effect. The undersigned hereby warrant and represent that (a) they have full right, power and authority to execute and deliver this Agreement on behalf of the party indicated, (b) this Agreement has been duly executed and delivered on behalf of the party indicated, and (c) this Agreement constitutes the valid and binding agreement of the party so indicated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the ___ day of February, 2022.

Signed, sealed and delivered in the presence of:

N. Wisniewski
Print Name: Nicole Wisniewski

ROBERT HENDRICK

Emily Ragosa
Print Name: Emily Ragosa

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Robert Hendrick who personally swore or affirmed that he is authorized to execute this Agreement, and who is personally known to me or who produced Florida Drivers License as identification, and who did/did not take an oath this 26th day of January, 2022.

(stamp)

NOTARY PUBLIC, State of Florida

MERRY LOVERN
MY COMMISSION # HH 109887
EXPIRES: April 18, 2025
Bonded Thru Notary Public Underwriters

Signed, Sealed and Delivered in the
Presence of:

CITY OF MOUNT DORA

_____
By: Crissy Stile
Mayor

_____
Print Name:_____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Crissy Stile as Mayor of the City of Mount Dora, who personally swore or affirmed that she is authorized to execute this Agreement, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Exhibit A

(Site Plan and Location of Easements)

LOCATION:
2023 N Donnelly St
Mount Dora, FL 32757

Butch Hendrick
35816 Pinegate Trail
Eustis, FL 32736
Tel: 352.267.1670

)"15'49" W 129.79'

F.C.
0.3' EAST

133.0'

87.7'

CHIMNEY

25.6'

35.1'

ALL

N 00°30'11" W 81.74'(M)

30.8'

31.5'

BLOCK
BUILDING

WOOD
UTILITY
BUILDING

PAVERS

EP

2.0'

1.7'

5.8'

11.5'

11.0'

10.5'

22.1'

HENDRICK PARCEL
(IN GREEN)

ASPAHLT PARKING LOT

17.7'

FENCE
0.8' WEST

W 148.76'

SET
1/2" REBAR
LB 7064

NO PARKING ZONE

EP

EASEMENT FOR BENEFIT
OF CITY LOCATED ON
HENDRICK PARCEL

EASEMENT FOR BENEFIT
OF HENDRICK LOCATED
ON CITY PROPERTY

CITY OF MT. DORA
ALT KEY 1447623

CITY PARCEL
(IN YELLOW)

EP

S 00°30'10" E 220.86'(M)

N

CLIENT
BUTCH HENDRICK

PROJECT
BUTCH HENDRICK

PROJECT NO.
293

ISSUE
10/21/21

DRAWN BY
Ken Woods

A.01

Exhibit B

(Legal Description of HENDRICK Parcel)

The East 190 feet of the North 133 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 27 East, in the City of Mount Dora, Florida LESS State Road 44-B right of way on the East side thereof and County Road 4-4581 on the North side thereof, lying and being in Lake County, Florida.

Exhibit C

(Legal Description of CITY Parcel)

THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 190 FEET OF THE NORTH 133 FEET THEREOF, AND LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN EXISTING RIGHTS OF WAY.

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of submittal of a Wastewater Improvement Cost Share Grant with St. Johns River Water Management District

Introduction:

This is a request for City Council to approve the application for a SJRWMD Cost Share Agreement Grant for the Wastewater # 1 Rehab Project for up to $3,000,000.00.

Discussion:

Utility staff are pursuing authorization to apply for a new St Johns River Water Management District (SJRWMD) Cost Share Agreement (Grant) with a cost share opportunity up to $3,000,000.00 to supplement planned rehabilitation improvements at the Wastewater # 1 treatment facility. The grant was prepared by CPH engineers who were retained by the utility to design and permit the improvements. The City applied for a St Johns River Water Management District (SJRWMD) Cost Share Grant in January of 2020 for up to $1,500,000.00. Unfortunately, the $1.500,000.00 cost share grant could not be modified. Therefore, the City resigned from the agreement due to an unforeseen rise in the project cost from the original scope in the hope of obtaining a larger grant with the 2022 SJRWMD grant cycle.

The Draft grant is attached for reference. The information provided in the grant describes the parameters for developing the rehabilitation project. The SJRWMD cost share awards funds to help alleviate the construction cost portion of the project that improves local water quality. The City's wastewater # 1 plant rehabilitation project highly meets the SJRWMD cost share criteria with its modern treatment improvements. The updated treatment and equipment will also be more efficient, reduce operational costs and provide additional capacity to meet future wastewater needs for years to come. The project is shovel ready, as the City has already engaged a Construction Manager at Risk (CMAR) contractor.

The CMAR contractor is Wharton Smith and the City's engineer CPH team together in the CMAR process. This process combines the engineering effort with a licensed contractor and

innovative engineering to create the most cost-effective and reliable construction. A key component of the CMAR process is that the contractor is part of the design team. This saves helps target cost goals, eliminate change orders and establishes a maximum price guarantee for the project to proceed.

The Cost Share Grant is specifically being requested to help offset the new high quality reclaimed water improvements. The current wastewater plant can not achieve a high level of reclaimed treatment without modification. The proposed new treatment will reduce the phosphorus and nitrogen levels in the reclaimed water used for irrigation. The lower levels of phosphorus and nitrogen reduce the chance of algae plumes in our streams and lakes. The City has applied for a $12,000,000 ultra low rate loan with the State of Florida for the base project needs. Therefore, any grant funds will reduce the burden on the City utility rate base for evionmenal improvement that benefit the customers and the environment.

It is recommended the City Council review the cost share and take appropriate actions to acquire a cost share grant.

Budget Impact:

There is no budget impact with the application a grant. The cost share with St. Johns River Water Management District will provide up to $3,000,000 to offset the wastewater # 1 plant rehabilitation project. The base project is currently estimated to cost $12,000,000. The City has already applied for a State Revolving Fund (SRF) loan to pay for the base rehabilitation project construction. The SRF loan is an ultra low-cost loan designed to help municipal utilities to improve utilities. Any grant funds received to supplement the project would lessen the impact on the utility rate paying customers. If the grant is awarded, the grant cost share agreement will be brought back to City Council for final approval.

Strategic Impact:

The strategic goal of the City is to continue to provide safe and efficient service to its customers. Upgrading the treatment plant helps the City meet that goal and helps protect our streams and lakes from algae plumes.

Recommendation The City Council review and approve the grant submittal with the Mayor being authorized to sign the application.

Attachment(s):

1. SJRWMD Grant Application

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 1/21/2022
	John McKinney, Finance Director	Approved - 1/24/2022
	Sherry Sutphen , City Attorney	Approved - 1/25/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/25/2022
	Jessica Burnham, City Clerk	Approved - 1/25/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

Fiscal Year 2022-2023 Districtwide Cost-Share (FY 2022-2023 DWCS) Application

This form is designed to assist in submitting a complete application for consideration by the St. Johns River Water Management District (District) for Districtwide Cost-Share Program. Detailed guidance on completing this application can be found in the Funding Guidance Document. All sections of the form must be completed to be considered a complete application. **Any information listed on the checklist that is not included in the application will result in an automatic deduction of 5 points in the evaluation.** If additional space is needed to fully complete a section, please attach separately. County governments, municipalities, water supply authorities, and other interested public and private entities as determined eligible may apply.

A. BASIC INFORMATION		
A-1	**NAME OF ENTITY / ORGANIZATION:** City of Mount Dora	
	PROJECT NAME (*please see below*): Mount Dora WWTF #1 Improvements	
A-2	**Contact information of project manager or contact person:**	
	(The District will send correspondence concerning this application ONLY to this person)	
	Name/title: Scott Breitenstein, Project Manager	
	Email address: sbreitenstein@cphcorp.com	
	Mailing address: 1117 East Robinson Street, Orlando, Florida 32801	
	Office Phone: (407)425-0452	Mobile Phone:
A-3	**Contact information of person with authority to enter into a contractual agreement, if other than project manager or contact person:**	
	If same as A-2 above, do not complete this section.	
	Name/title: Patrick Comiskey, City Manager	
	Email address: comiskeyp@cityofmountdora.com	
	Mailing address: 510 North Backer Street, Mount Dora, Florida 32757	
	Office Phone: (352)735-7126	Mobile Phone:
A-4	**What County is this project located?** ☐ Alachua ☐ Baker ☐ Bradford ☐ Brevard ☐ Clay ☐ Duval ☐ Flagler ☐ Indian River ☑ Lake ☐ Marion ☐ Nassau ☐ Orange ☐ Osceola ☐ Putnam ☐ Seminole ☐ St. Johns ☐ Okeechobee ☐ Volusia	

A-5 **What Water Supply Planning Region is this project located**

☐ North Florida (North Florida Regional Water Supply Partnership/North Florida Water Initiative)

☐ Central Springs and East Coast

☑ Central Florida (Central Florida Water Initiative)

A-6 **Total Maximum Daily Loads (TMDLs), Basin Management Action Plans (BMAPs), Water Body Identification Number (WBID), Maximum Flows and Levels (MFLs), and Springs**

a. Is the project located in an area that has an established TMDL or BMAP?

☑ Yes ☐ No

If yes, provide the name of the TMDL waterbody, BMAP, and WBID(s). If no, just provide the WBID(s).

Name of TMDL Waterbody:	
Name of BMAP:	Upper Ocklawaha River BMAP/Wekiva Study Area and BMAP
WBID(s):	2831, 2831B, 2823, 2823A, 2827

Is the project specifically named in the BMAP identified above? ☐ Yes ☑ No

If yes, provide the BMAP project number (e.g., VC-3 or LM-4). Be sure that your project name corresponds to the BMAP project name. If your project is part of a BMAP project but is not identical, please provide the BMAP project name and project number that most closely corresponds to your project and explain the relationship between the two in section B-2.

b. Does the project benefit a water body with an established MFL?

☐ Yes ☑ No

Name of MFL Waterbody:

Prevention/Recovery Strategy Implemented for the MFL Waterbody above?

☐ Yes ☑ No *If yes, provide the name of the Prevention/Recovery Strategy*

c. Does the project benefit a spring? ☑ Yes ☐ No

☐ Volusia Blue ☐ Silver ☑ Wekiwa/Rock ☐ DeLeon ☐ Gemini ☐ Other:

Is the project located in a Priority Focus Area (PFA) ☑ Yes ☐ No

Is the project is listed in a Prevention Strategy for the implementation of Minimum Flows and Levels? ☐ Yes ☑ No

If the project is in a Regional Water Supply Plan, list the project number and name:

A-7 **Is the Applicant a Rural Economic Development Initiative (REDI) Community?**

☐ Yes ☑ No *If yes, please attach a signed Waiver of Matching Funds Letter*

A-8	**For County or Municipal applicants: Have you adopted the District's model Landscape Irrigation Ordinance?** ☑Yes ☐No ☐ In Progress **For utilities, do you have a water conservation rate structure or condition of service to address irrigation conservation?** ☑Yes ☐No ☐ In Progress
A-9	**Has the project been submitted under a previous District cost-share program?** ☑Yes ☐No If yes, provide the date(s) and project name(s) of previous submittal(s). On October 8th 2021, the City provided a termination letter for the cost-share contract for the same project.
A-10	**Is the project located within the coastal building zone as defined in Subsection 161.54(1), Florida Statutes?** ☐ Yes ☑ No If yes, please attach, in Section D, a Sea Level Impact Project (SLIP) Study as established in Subsection 161.551(3), Florida Statutes.
B. PROJECT INFORMATION	
B-1	**PROJECT TYPE** *Check the primary core mission and provide evidence in Section B-3.* ☐ Water Supply ☐ Water Conservation ☑ Water Quality ☐ Flood Protection ☐ Natural Systems
B-2	**PROJECT DESCRIPTION *(Scoring Criterion #1)*** **a. Short Description:** *Succinctly describe the project, e.g. what is being constructed or what is the program to be implemented? Attach supporting documentation if necessary.* The City of Mount Dora's existing Wastewater Treatment Facility (WWTF) #1 requires rehabilitation and improvements. The intent of this project is to provide such improvements in a manner consistent with reducing the Facility's impact on the Wekiva and Upper Ocklawaha River Basin. To do so, the 4-Stage Biological Nutrient Removal (BNR) process was selected due to its ability to achieve Advanced Wastewater Treatment (AWT) standards of effluent. AWT standards of effluent require Total Nitrogen (TN) and Total Phosphorus (TP), the two predominant sources for nutrient over-enrichment from wastewater, concentrations of less than or equal to 3 mg/L and 1 mg/L, respectively. It is anticipated that the reduction in the TN and TP mass loadings, as a result of the reduced concentrations leaving the Facility as reclaimed water, will improve both the Wekiva Springshed/Study Area and the Upper Ocklawaha River Basin. The components being upgraded in this project are described as follows: 1) Repurposing the existing oxidation ditch into a 4-stage BNR process including an Anaerobic/Anoxic Flow Equalization (EQ) Basin and a Reaeration Basin. 2) A new 60 ft Diameter Clarifier and RAS/WAS system with Piping. 3) An Internal Lift Station and gravity piping. 4) Digester PD Blowers. 5) Screw Press and Elevated Platform. 6) Two Disc Filtration Systems. 7) And all associated electrical controls, instrumentation, and SCADA. 8) Influent Structure and Barscreen. 9) New Generator. 10) Rehabilitation of existing Clarifiers.

b. Measures of Success: *Describe how you will measure the effectiveness of your project.*

The project's effectiveness will be measured through: 1) A new FDEP Facility Operating Permit will be issued under which compliance with AWT standards of effluent will be mandatory. 2) The City will test effluent TN and TP concentrations daily, per permit requirements. 3) FDEP's monthly discharge monitoring reports (DMRs) are how the Facility's Operation Staff will demonstrate monthly compliance with AWT nutrient concentration limits.

c. Is this project multi-phased or part of a larger overall effort? If so, describe the larger project. *The overall master plan identifying each phase should be described, along with a summary of the status of the previous phase(s), whether complete or not. The summary should contain, at a minimum, whether the previous phase(s) received District cost-share funding, percent complete of the phase(s), and an updated schedule for completion as well as reasons for any schedule delays.*

Depending on funding availability, the project will be completed with a single phase. The work pertains exclusively to the wastewater treatment process and equipment upgrades.

d. Describe the location and include a map. The map should identify any potentially affected MFL, TMDL, BMAP, impaired water bodies or other affected wetlands or springs.

The City of Mount Dora WWTF #1 is located at 1111 Overhiser Lane Mount Dora, FL 32757. The Mount Dora Wastewater Management System Service Area includes the City of Mount Dora and unincorporated portions of Lake and Orange Counties. WWTF #1 serves the City's residential, commercial, light industrial and rural areas in the eastern and southern portion of the service area.The Facility's reclaimed water (reuse) service area is presented in Attachment A, Section D. Also attached in Section D are Figures 1 - 6, which demonstrate the locations of any potentially affected MFLs, TMDLs, BMAPs, impaired water bodies, wetlands/springs, etc.

	e. Coordinates for the project in decimal degrees to 6 places. Use centroid for large area project area: **Latitude:** 28.806375 **Longitude**: -81.673888
B-3	**BENEFITS TO DISTRICT MISSIONS *(Scoring Criterion #2)*** *Describe the benefits to one or more of the District's main missions (Water Supply/Conservation, Water Quality, Flood Protection and/or Natural Systems). Clearly identify the primary and secondary mission benefits. Attach separate pages if necessary. Refer to the Funding Guidance Manual for additional pertinent information that should be included with your application.* **Primary benefit:** The primary benefit of this project, with respect to the District's Main Missions, is the improvement to "Water Quality". The City of Mount Dora's WWTF #1 discharges nearly 100% of it's treated effluent as reclaimed water, and will soon treat a portion of the City's second WWTF (WWTF #2) as well. Although Mount Dora's WWTF #1 is not physically within the Wekiva Study Area (WSA), the reclaimed water generated from the Facility is utilized for spray irrigation within the Mount Dora Wastewater Management System Service Area which is located near the WSA. A Strategy for Water Quality Protection: Wastewater Treatment in the Wekiva Study Area, generated by FDEP, determined that excessive nutrients are the cause of springs and waterway impairment in the Wekiva Study Area. According to GIS information, the City's Service Area is within the Upper Ocklawaha and Wekiva Spring River Basin, both of which have established BMAP's and TMDL's. In an effort to serve their role as stewards of the environment, the City of Mount Dora has opted to design and construct all aspects of WWTF #1's upgrades with the intent of AWT standards of effluent to impart reduced nutrient loading impacts on associated springsheds/waterbodies. To do so, the existing Facility will require substantial modifications including the implementation of of a BNR treatment system, various unit operations and processes, biological and chemical nutrient removal systems, filtration systems, and a biosolids dewatering system. However, when completed, the Facility will be capable of significant nutrient mass loading reductions which will positively effect both the Wekiva and the Upper Ocklawaha River Basins. The impact of upgrading WWTF #1, on the Water quality in the River Basins, is further improved by the diverted flow from WWTF #2 since the quantity of flow treated to higher quality standards is increased, thereby lowering the overall discharge impacts from both Facilities.

	Secondary benefit(s), if applicable: It is intended that the BNR treated effluent from WWTF #1 continue to be sent to the permitted land application sites, as authorized by FDEP (Operating Permit FLA010508-14). In 2020/2021 97% of the treated effluent leaving WWTF #1 was reclaimed water used for irrigation purposes with the remaining 3% going to the permitted spray field during wet periods when storage was full and demand was low. Any current and future produced reclaimed water will be used for irrigation needs. The City requires new developments to put in reuse systems for irrigation purposes. | This project's nutrient loading reductions will also positively impact the "Natural Systems" within the service area. Of the listed Natural System components in the Funding Guidance Document, it is believed that a secondary benefit of the project will include: 1) Wetland improvement (See attached Figure 4). 2) Enhancement of water resources. 3) Improving quality for habitats in the FNAI Listings (See attached Figure 5).
B-4	**If the Project is for Water Resource Development or Alternative Water Supply Development identify the source water** *(check all that apply)***:** ☐ Fresh Groundwater ☐ Brackish Groundwater ☐ Stormwater ☐ Reclaimed Water ☐ Surface Water: Identify surface water body: ☐ Brackish Surface Water: Identify surface water body: ☐ Other: Identify Source:

B-5 **For Septic-to-Sewer Projects:**

a. How many residential and/or commercial septic tanks are proposed to be abandoned?

Residential: Commercial:

If the tank(s) are commercial or multi-family, provide the capacity (daily flow) of the tank.

b. Proof of participation. .

How many letters of commitment have you obtained?
Upload copies of all commitment letters. Percent commitment:

Do you have a local ordinance, in accordance with Subsection 381.00655, Florida Statutes, that requires mandatory hookup after written notification of sewerage availability?

☐ Yes ☐ No ☐In Progress

c. Is the project located within a Priority Focus Area of a springshed, or within ¼ mile of the ultimate receiving surface water body, or within a ¼ mile of a drainage ditch or canal that eventually terminates at the receiving surface water body?

☐ Yes ☐ No

d. Provide the name of the wastewater treatment plant the sewer will be connected.

Is the wastewater treatment plant providing advanced wastewater treatment (AWT)?
☐ Yes ☐ No
What type of treated wastewater disposal type is used (rapid infiltration basin, sprayfield, reuse, etc.)?

B-6 **District Permit Information:**
If the applicant has an SJRWMD-issued Consumptive Use Permit and or an Environmental Resource Permit for the project site, provide the following:

Permit Type:	Permit #	Expir. date/Compliant (yes/ no)

B-7 **Project Likelihood of Successful Completion *(Scoring Criterion #3)***

a. Project Readiness*:*

Check all that apply and supply requested dates (month/day/year) and attach a detailed project construction schedule. Include documentation that demonstrates that the construction start date is realistic (e.g. critical milestones, commission approval dates, procurement timeline, etc.).

	Current % Complete	Start Date	Completion Date
Planning	100	10/1/2019	3/1/2020
Design	90	4/1/2020	4/1/2022
Permitting	100	3/1/2020	5/25/2021
Bidding	0	5/1/2022	8/1/2022
Procurement	0	8/1/2022	10/1/2022
Construction		10/1/2022	4/1/2024
Future Phases			
Other			

b. Local Government / Public Support:

Describe the public support for your project (meetings attended, community workshops, presentations to councils, notification in newsletters, etc.). If your project requires participation from certain communities or homeowners, provide a description of methods used to ensure participation in your project. Provide the percentage of participation that can be documented at the time of the application.

This project has already received and is anticipated to continue to receive significant public support based on its dual benefit in improving water quality and natural systems. There have already been preliminary internal workshops, a newspaper advertisement, and a presentation to the City Council; however, due to design changes related to high projected construction cost, an additional presentation will be given to the City Council on February 1st 2022 for final approval.

B-8 **Applicant has identified all required permits necessary for project construction and has indicated whether any property needed is under its ownership or control.**

☑ Yes ☐ No

C. PROJECT COST INFORMATION

C-1

a. Breakdown of project cost

Attach a table or spreadsheet with detailed project costs for each task or segment of the project. The District will contribute only to the construction costs of the project; however, the table should detail all project costs. Indicate at the end of the table/spreadsheet, a cost effectiveness evaluation as described below.

b. Cost-share request funding table

The District's cost-share (4.) cannot exceed 25% of the total construction cost (1.) for Alternative Water Supply, Water Quality, Flood Protection and Natural Systems projects and 50% for Water Conservation projects. REDI communities that have submitted a waiver, however, can be reimbursed up to 100% of total construction cost. There is a $3,000,000 maximum cost-share request per project or per entity.

	Year 1	Year 2	Total
1. Total Estimated Construction Cost:	$12,000,000	$3,000,000	$15,000,000
2. Other Costs (includes capital, land acquisition, planning, design, permitting & bidding costs)	$750,000		
3. Total Project Costs:	$15,750,000		
4. Cost-share amount requested: Cost-share percentage:	$3,000,000 20 %		
5. Estimated Applicant's Annual Operation & Maintenance Costs:	$1,603,000		
6. Estimated Service life of components:	50 years		

c. Funding Sources: *Identify the Applicant' funding contribution and all other outside sources of funding including State or Federal appropriations, grant monies, or municipal bonds. Include the status of the specified funding.*

Funding Source	Amount	% Match	Funding Status
FDEP SRF	$12,000,000	80%	Confirmed
Total	$12,000,000	80%	

	The District would like to recognize in-kind financial contributions for REDI communities requesting 100% funding of the construction costs. Describe your in-kind contribution and estimate the monetary value of that contribution. NA
	This is a State of Florida reimbursement program, with the entire project scope expected to be completed within the funding period, regardless of amount awarded. There is no guarantee the Applicant will be awarded the amount requested. Do you have 75% (or 50% for water conservation projects) of your construction cost funding secured at time of application? ☑ Yes ☐ No
	d. Project partners: *Check one below and if multi-jurisdictional include the percent of funding to be contributed by each partner.* ☑ Single entity ☐ Multi-jurisdictional (attach copy of partnership agreement or memorandum of understanding, if available, and includes status of agreement). Identify other partners: .
C-2	**Quantification of Project Benefits: District staff will quantify benefits for Septic-to-Sewer projects, Flood Protection Projects and projects benefiting MFL water bodies using the information provided below and in B-2 and B-3.** *Show all work and include assumptions for calculation of quantified benefits. Accepted engineering methods should be used to estimate project benefits, and backup information showing any calculations must be provided. Attach additional pages as needed. Note, if your project is specifically listed within a BMAP, provide the credited nutrient reduction value associated with the project within the BMAP.*
	For Water Supply Projects: _____ mgd water supplied
	For Water Supply/Conservation Projects: _____ mgd water conserved _____ mgd water made available within 2 years of construction (programmatic implementation) completion for phase identified _____ mgd water made available when project is completely built out and fully online. _____ MG storage capacity created _____ mgd distribution/transmission capacity created.

For Water Quality Projects:

6209.96 Lbs/year TN removed/reduced annually

2069.99 Lbs/year TP removed/reduced annually

For Natural Systems Projects:

_____ Acres Wetlands Restored/Enhanced Ac

_____ Acres Uplands Restored/Enhanced

_____ Linear feet of shoreline Restored/Enhanced

For projects that benefit MFL waterbodies:

_____ mgd of water recharged

_____ mgd of alternative source to offset withdrawals.

For Flood Protection Projects:

_____ Acres protected from flooding

Annual Exceedance probability As is: 1/_____ years

After project implementation: 1/_____ years

C-3 **Cost-Effectiveness *(Scoring Criterion #4)***

Cost-effectiveness is automatically calculated based on Total Project Cost, Annual Operation & Maintenance Costs, Estimated Service life of components (entered in section C-1b), Quantification of Project Benefits (entered in section C-2), and 2.25% Federal Water Resource Planning Discount Rate.

Water Supply:	_____	per 1000 gallons made available
Water Conservation:	_____	per 1000 gallons conserved
Water Quality:	$343	per lb TN removed
	$1,029	per lb TP removed
Natural Systems:	_____	per acre wetland restored/enhanced
	_____	per acre upland restored/enhanced
	_____	per ft. shoreline restored/enhanced
Flood Protection:	_____	per acre protected from flooding
MFL:	_____	per 1000 gallons of water recharged
	_____	per 1000 gallons of alternative source to offset withdrawals

********District staff will calculate the benefits for Septic to Sewer, Flood Protection, and MFL projects based on the information provided in sections C-1 and C-2 of the application.*

*** To fit text in space available, all line breaks in text entries are replaced with "|" .*

Document Type	File	Description
Application Checklist & Signature Page	*Application Checklist and Signature Page.pdf*	Attachment A - Reuse Service Area Map
Project Map	*Attachment A - Reuse Service Area Map.pdf*	Attachment A - Reuse Service Area Map
Benefit Calculation	*Benefit Calculation Nutrient Loading Reduction.pdf*	Benefit Calculation - Nutrient Loading Reduction
Construction Schedule/timeline	*Construction Schedule Timeline.pdf*	Project Schedule
Other	*FDEP SRF Loan Priority List.pdf*	FDEP SRF 2022 Priority List
Project Map	*MtDora_Fig1_TMDLs.pdf*	Figure 1 - Total Maximum Daily Load
Project Map	*MtDora_Fig2_BMAPs.pdf*	Figure 2 - Basin Management Action Plan
Project Map	*MtDora_Fig3_SPFAs.pdf*	Figure 3 - Springs Priority Focus Area
Project Map	*MtDora_Fig4_Wetlands.pdf*	Figure 4 - Wetlands
Project Map	*MtDora_Fig5_FNAIHab.pdf*	Figure 5 - Florida Natural Areas Inventory
Project Map	*MtDora_Fig6_MFLs.pdf*	Figure 6 - Minimum Flows and Levels
Project Cost Table	*Project Cost Table.pdf*	Project Cost Table for Construction and Technical Services

Attachments

Cost-Share Program
Application Checklist and Signature Page

- ☐ Dates are within timeframes prescribed in the Funding Guidance Document
- ☐ REDI Waiver of Matching Funds document is attached for REDI projects (if applicable)
- ☐ Detailed project construction schedule with backup
- ☐ Construction phasing information (if applicable)
- ☐ Detailed project cost breakdown
- ☐ Calculations for quantification of project benefits
- ☐ Cost effectiveness calculations and a copy of the cost effectiveness calculator for water supply/water conservation or water quality projects
- ☐ Applicant has identified all required permits necessary for project construction

---

I certify that all information entered in the online application system and the attached document(s), if applicable, is true and correct.

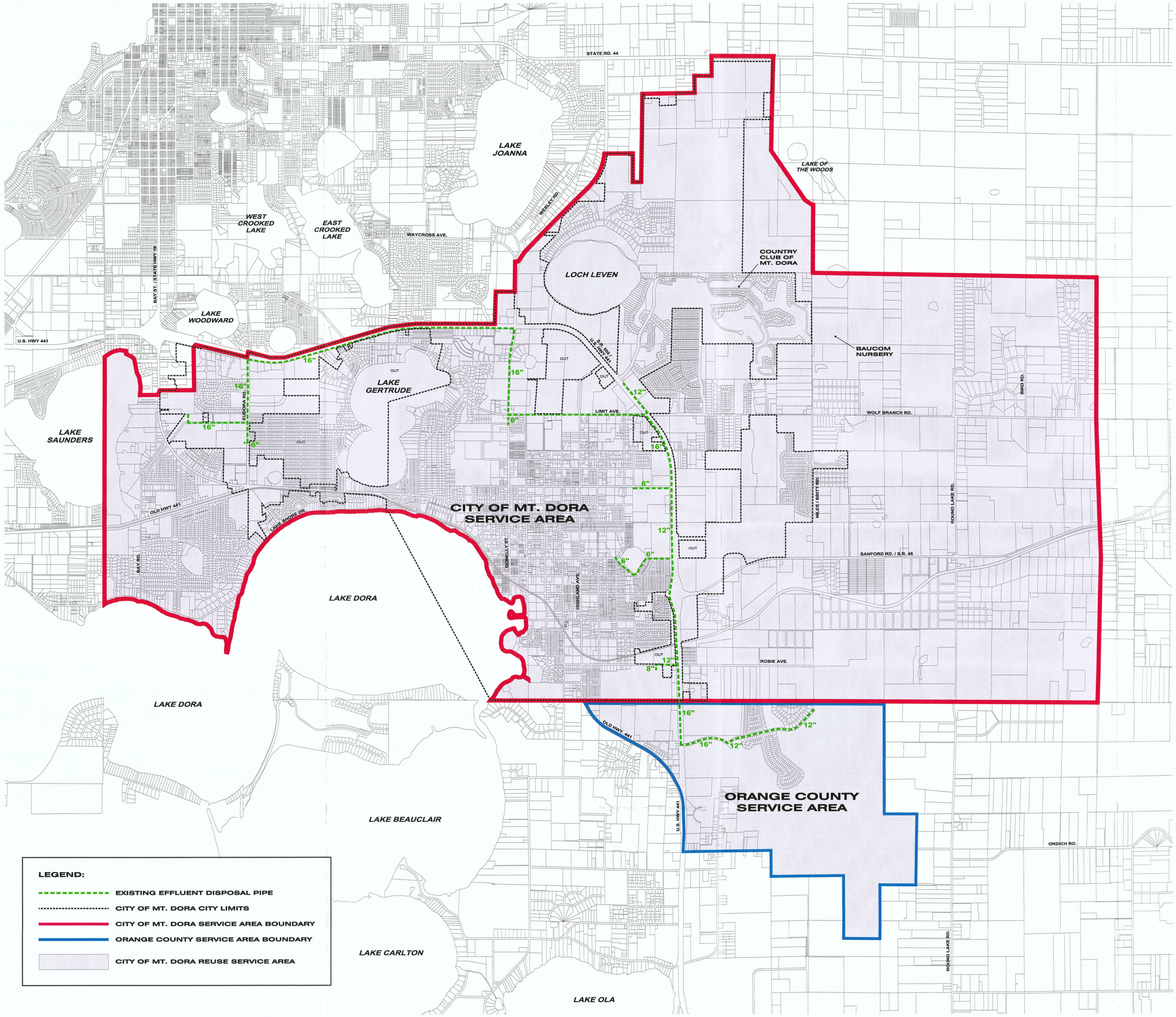
Name (print): _____

Title: _____

Signature: _____

Signature of the person with authority to enter into a contractual agreement.

Date: _____



N

2000 1000 0 1000 2000

GRAPHIC SCALE IN FEET

PROPOSED REUSE SITES	AVERAGE DAILY USAGE (GPD)
BAUCOM'S NURSERY	700,000
COUNTRY CLUB OF MOUNT DORA	300,000
TOTAL PROPOSED REUSE	**1,000,000**

LEGEND:

- EXISTING EFFLUENT DISPOSAL PIPE
- CITY OF MT. DORA CITY LIMITS
- CITY OF MT. DORA SERVICE AREA BOUNDARY
- ORANGE COUNTY SERVICE AREA BOUNDARY
- CITY OF MT. DORA REUSE SERVICE AREA

J:\M7016\Civil\DWG\Exhibits\M7016 reclaimed water dist system.dwg Apr 26, 2013 - 1:10pm rstory

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

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Architects, Engineers, Environmental, Landscape Architects, M / E / P, Planners, Surveyors, Traffic/Transportation

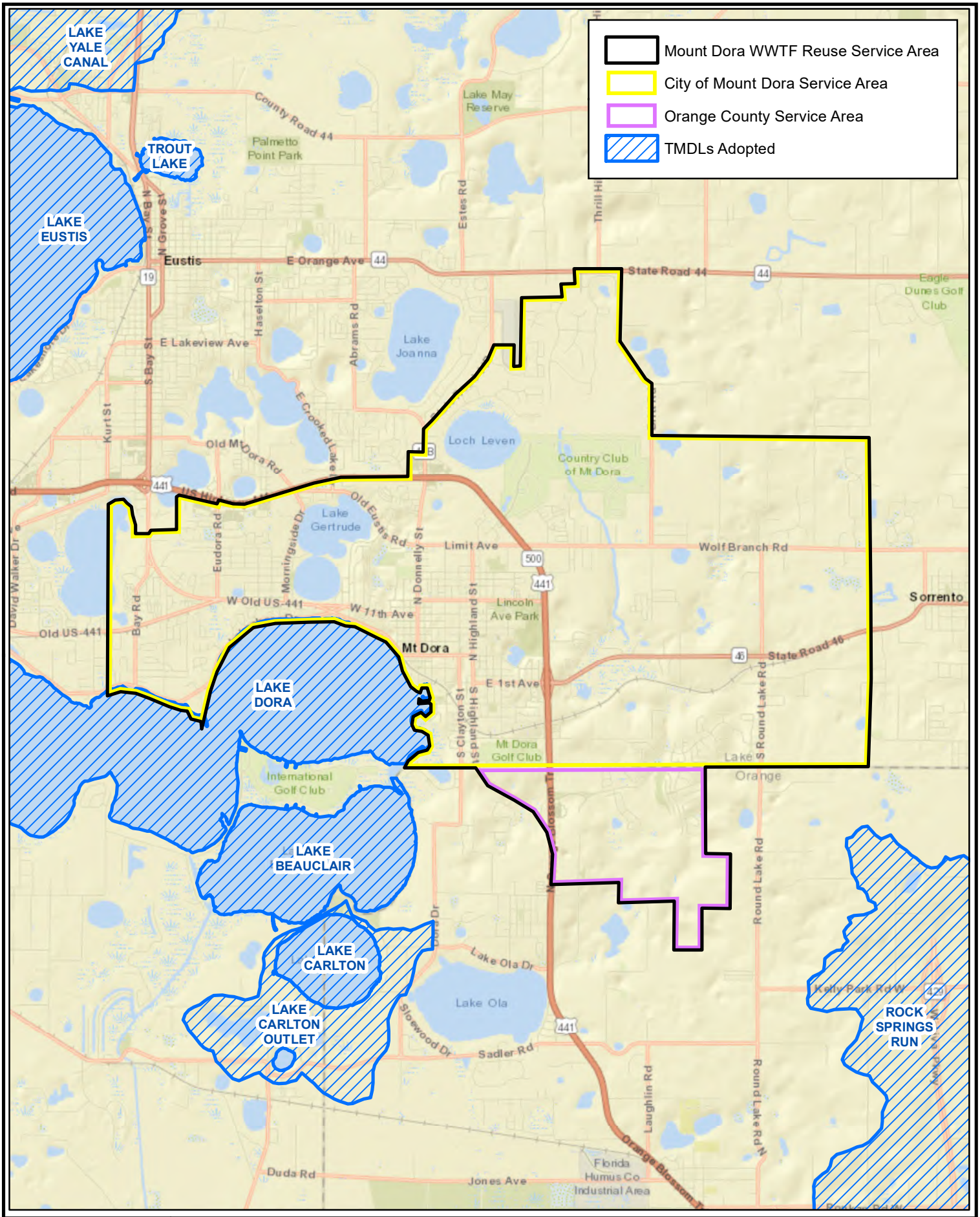
Offices In:
- Florida
- Puerto Rico
- Connecticut
- Maryland
- Texas

Designed by:	-----	Date: 4/26/2013
Drawn by:	RAS	Scale: NONE
Checked by:	SAB	
Approved by:	SAB	
Job No.	M7016	©2013

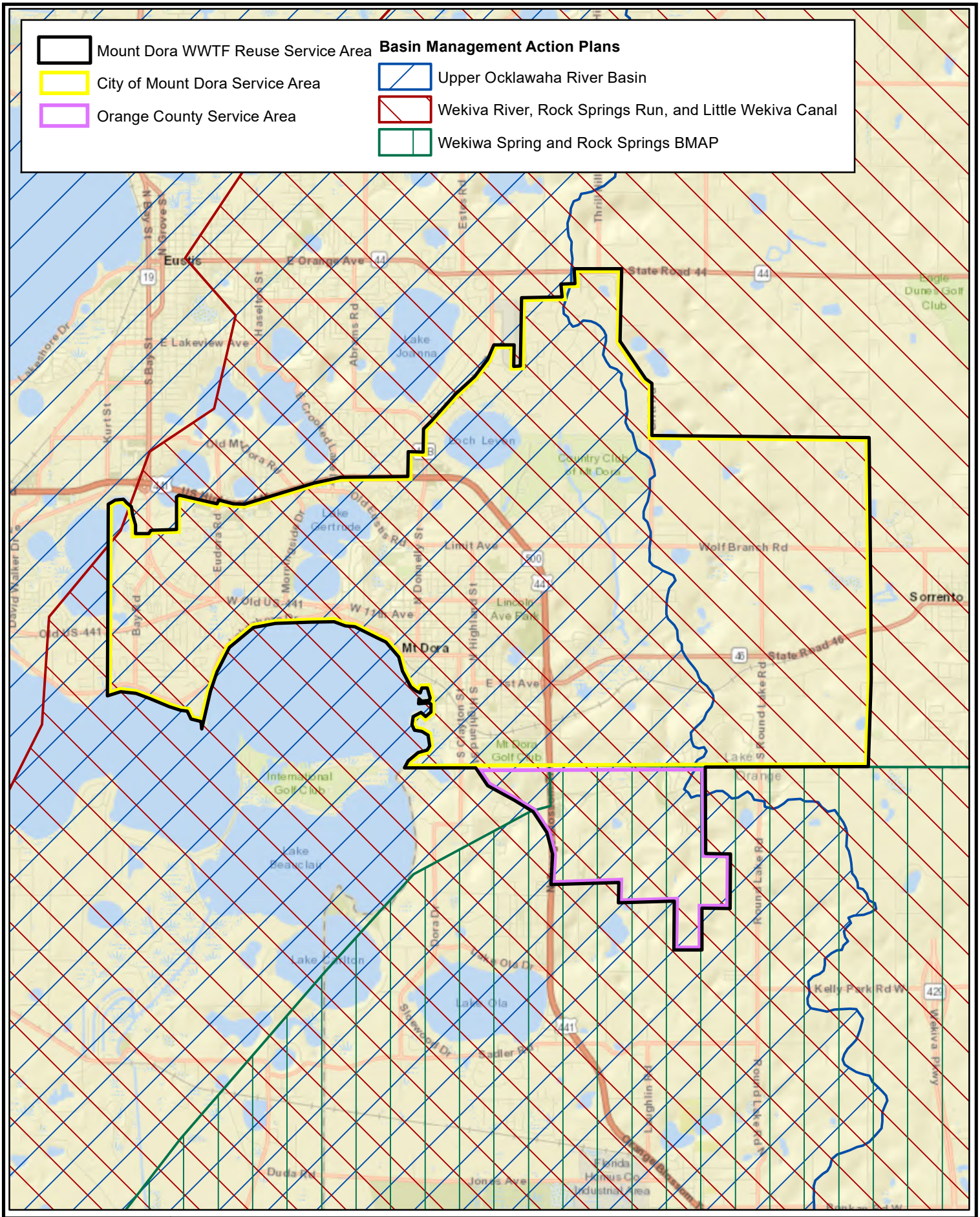
CITY OF MT. DORA
WWTF NO. 1
OPERATING PERMIT RENEWAL

Plans Prepared by:
CPH, Inc.
1117 E. Robinson St. Orlando, FL 32801
Ph: 407.425.0452
Licenses:
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

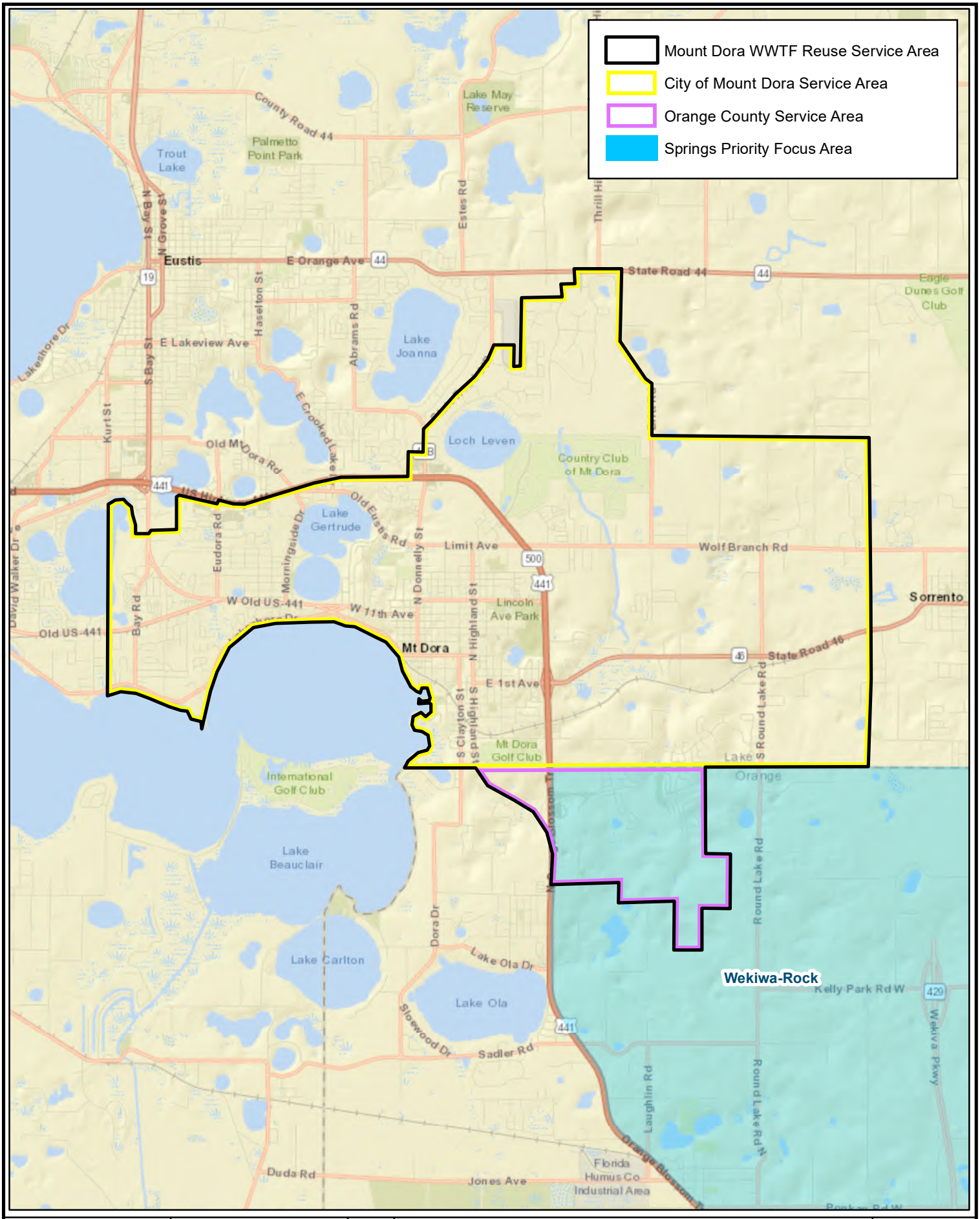
RECLAIMED WATER DISTRIBUTION SYSTEM



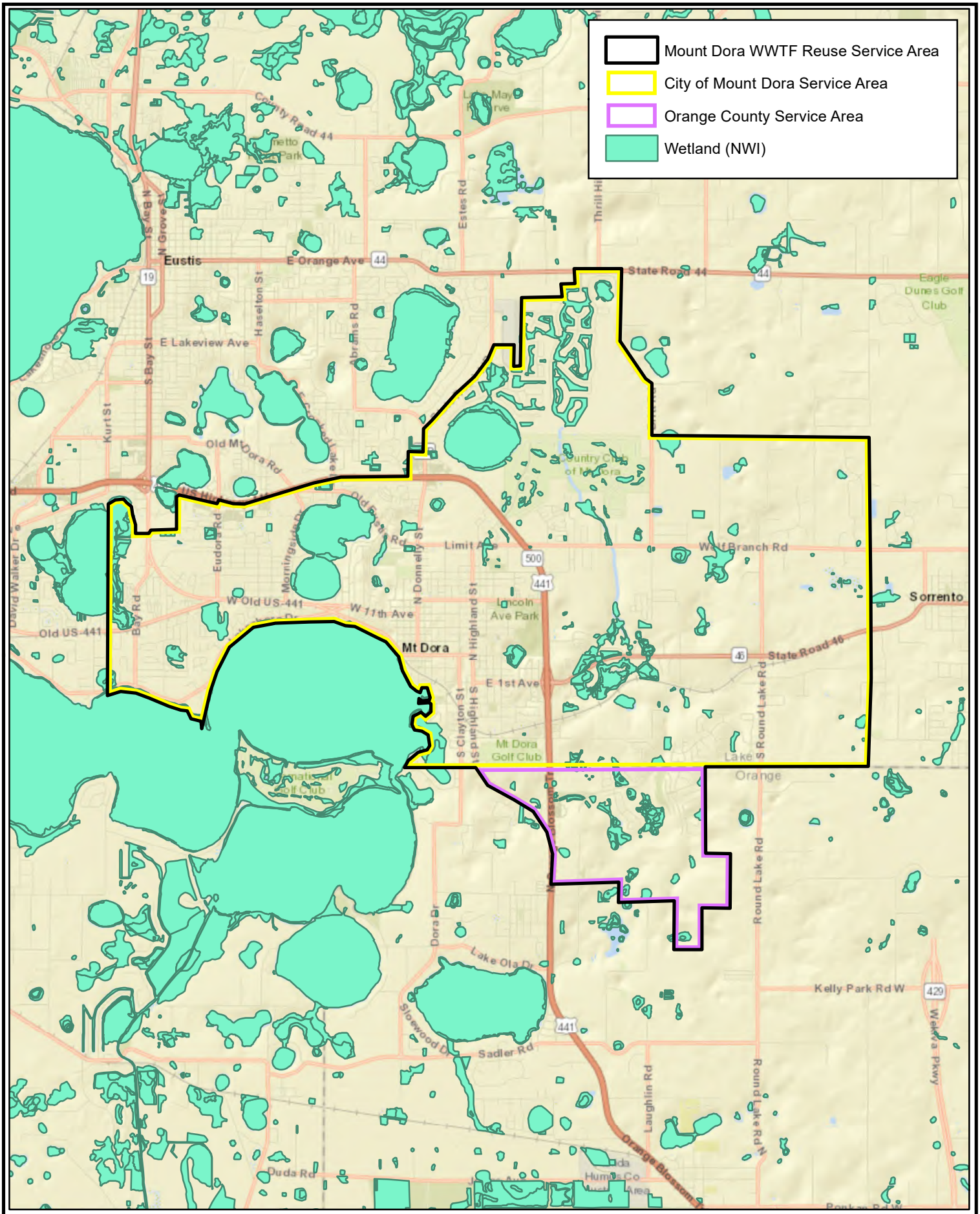
cph	Scale 1" = 6000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	TOTAL MAXIMUM DAILY LOAD MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	FIGURE 1



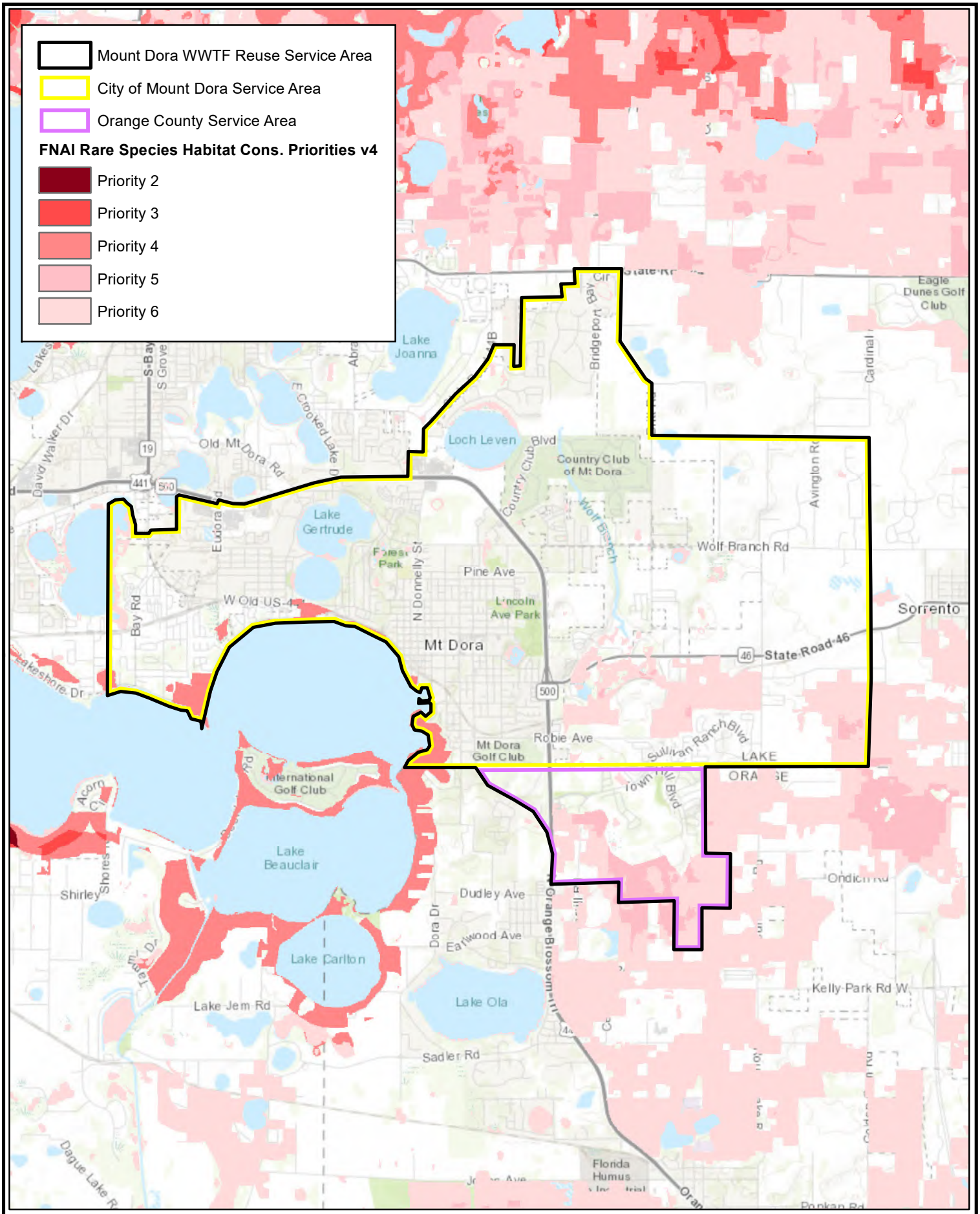
cph	Scale 1" = 6000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	BASIN MANAGMENT ACTION PLAN MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	FIGURE 2



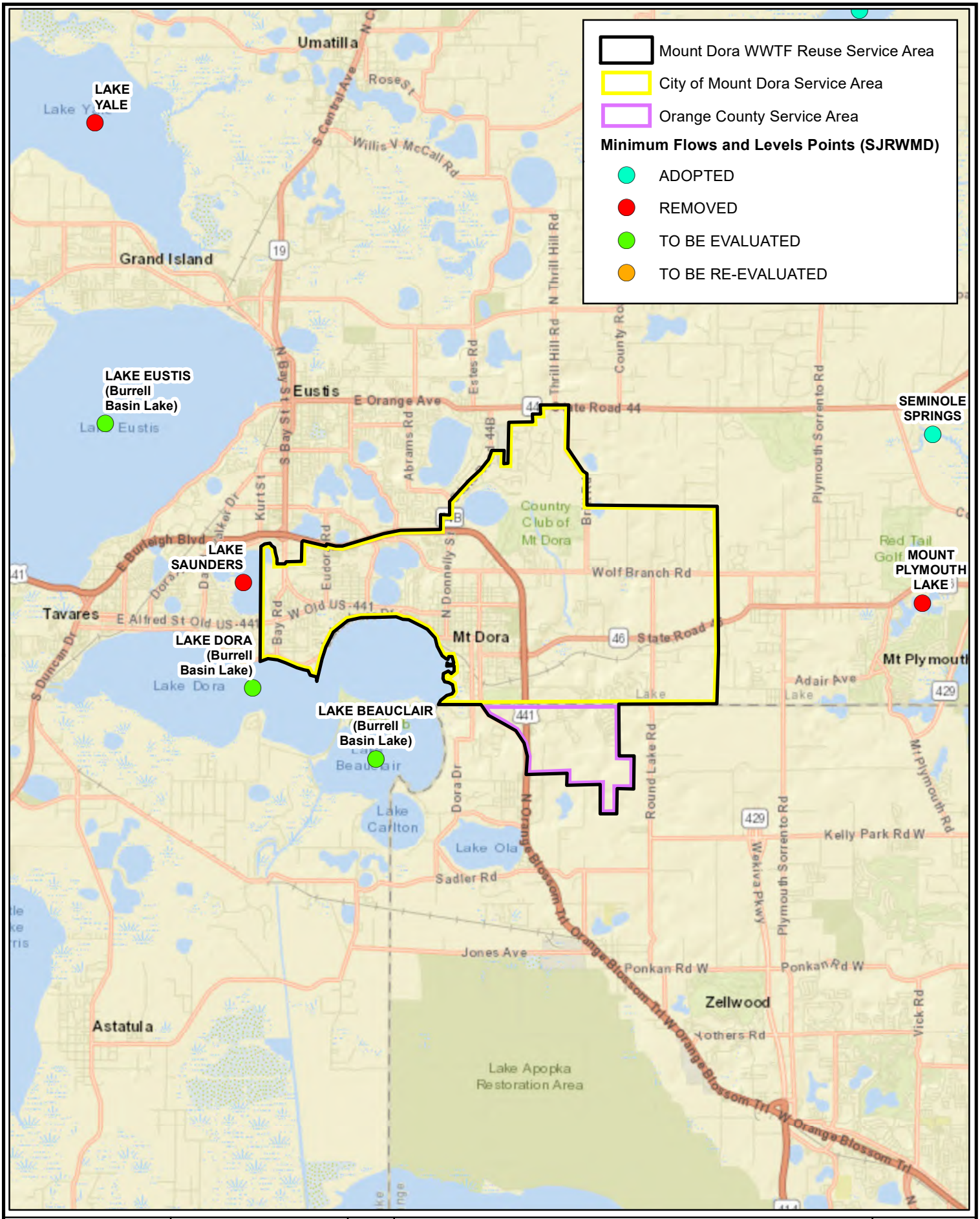
cph	Scale 1" = 6000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	SPRINGS PRIORITY FOCUS AREAS MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	FIGURE 3



cph	Scale 1" = 6000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	NATIONAL WETLANDS INVENTORY MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	**FIGURE 4**



cph	Scale 1" = 6000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	FNAI RARE SPECIES HABITAT PRIORITIES MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	FIGURE 5



cph	Scale 1" = 10,000' Date: 2/17/2020 Photo Date: 2018 Project No. M7026 Biologist: NA GIS: MGO	N	MINIMUM FLOWS AND LEVELS MAP MOUNT DORA WWTF #1 IMPROVEMENTS LAKE COUNTY, FLORIDA	FIGURE 6

Project Cost Table

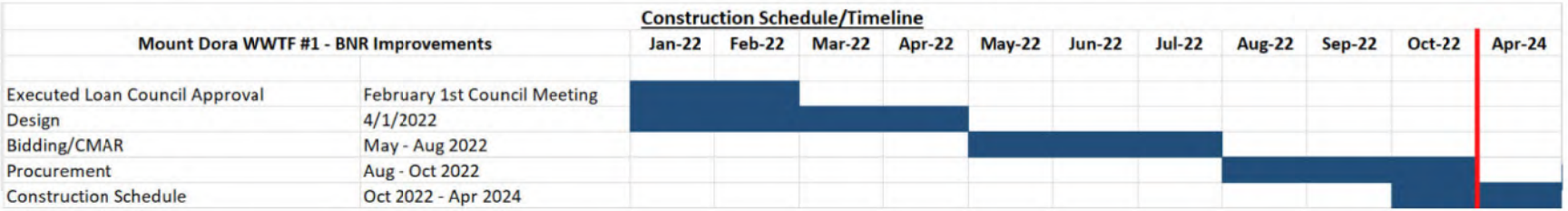
Overall Project Cost Breakdown		
Total Construction Cost	$	15,000,000.00
Planning, Design, Permitting, & Bidding	$	750,000.00
Total Project Cost	$	15,750,000.00
Cost-Share Amount Req'd	$	3,000,000.00
O&M	$	1,603,000.00
Service Life		50 years

Mount Dora WWTF #1 Improvements Project - Detailed Technical Services Breakdown		
Design Fee	$	685,000.00
Permitting Services Fee	$	50,000.00
Bidding (CMAR) Fee	$	15,000.00
Engineer Services (Excluding C/A-RPR) =	**$**	**750,000.00**

Mount Dora WWTF #1 Improvements Project - Detailed Construction Breakdown		
Item Description	**Cost**	
BNR Equipment and Blowers	$	2,125,000.00
Internal Lift Station and Gravity Piping Modifications	$	110,000.00
Influent Structure and Barscreen	$	500,000.00
Earthwork, Access Drive, Yard Piping, and Temp Pipin	$	400,000.00
Electrical Controls, Instrumentation, and SCADA	$	3,500,000.00
Electrical Equipment Slab and Canopy	$	400,000.00
Generator	$	250,000.00
Lighting and Security	$	100,000.00
Rehabilitation of Existing Clarifiers	$	600,000.00
Digester PD Blowers	$	200,000.00
Screw Press with Platform	$	950,000.00
Third Secondary Clarifier and RAS/WAS System	$	2,050,000.00
(2) Disc Filtration Systems with Concrete Structure	$	865,000.00
Oxidation Ditch Modifications		
Structural Repairs to Ditch	$	1,100,000.00
Temporary WWTF Treatment Equipment	$	650,000.00
Contingency	$	1,200,000.00
Total Construction Cost	**$**	**15,000,000.00**

Construction Schedule/Timeline

Mount Dora WWTF #1 - BNR Improvements		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Apr-24
Executed Loan Council Approval	February 1st Council Meeting											
Design	4/1/2022											
Bidding/CMAR	May - Aug 2022											
Procurement	Aug - Oct 2022											
Construction Schedule	Oct 2022 - Apr 2024											



BENEFIT CALCULATIONS - WATER QUALITY IMPROVEMENT

It should be noted that although the calculations presented herein were done using the existing flows, WWTF #1's capacity is being increased to 1.80 MGD, per the construction plan for anticipated future growth. As flow increases, the positive impact of reduced nutrient loadings will increase too.

WWTF #1		
Existing Conditions	**Quantity**	**Units**
Flow (Q)	0.68	MGD
Total Nitrogen (C_{TN})	6.0	mg/L
Total Phosphorus (C_{TP})	2.0	mg/L
Build-Out Conditions		
Flow (Q)	1.80	MGD
Total Nitrogen (C_{TN})	3.0	mg/L
Total Phosphorus (C_{TP})	1.0	mg/L

Nutrient Loading Calculation				
T (lbs/day) = 8.34*Q (MGD) *C (mg/L)				
Existing Nutrient Loadings				
T =	34.0272	lbs TN/day	12,419.93	lbs TN/year
T =	11.3424	lbs TP/day	4,139.98	lbs TP/year
Future Nutrient Loadings - Assuming no Flow Inc.				
T =	17.0136	lbs TN/day	6,209.96	lbs TN/year
T =	5.6712	lbs TP/day	2,069.99	lbs TP/year
Nutrient Loadings Reduction - Under Current Flows				
T =	17.0136	lbs TN/day	6,209.97	lbs TN/year
T =	5.6712	lbs TP/day	2,069.99	lbs TP/year

SPRINGS FUNDING GUIDANCE CALCULATIONS:

"REDUCTION IN LOAD DUE TO IMPRVOED TREATEMENT" CALCULATION

Source Type = Although the City has sprayfield and RIBs permitted, *reuse* is the predominent effluent disposal method

Attenuation Factor = 0.25 Unitless

Recharge Rate (in/yr) = 12.78 *Assumed Lake County's Recharge Rate

Recharge Factor = 0.90 Unitless

Reduction = (Original TN - Anticipated TN)*Attenuation Factor * Recharge Factor

TN Reduction per SJWMD Calc = 1,397.24 lbs TN/year

"REDUCTION IN LOAD DUE TO IMPRVOED TREATEMENT"

Source Type = Although the City has sprayfield and RIBs permitted, *reuse* is the

Attenuation Factor = 0.25 Unitless

Recharge Rate (in/yr) = 12.78 *Assumed Lake County's Recharge Rate

Recharge Factor = 0.90 Unitless

Reduction = (Original TP - Anticipated TP)*Attenuation Factor * Recharge Factor

TP Reduction per SJWMD Calc = 465.75 lbs TP/year

1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

Letter Of Transmittal

Date: 1/25/2022

To: To Whom it May Concern
St. Johns River Water Management District

Re: Mt. Dora WWTF #1 Improvements
CPH Job No. M7026.2

Please see attached the memorandum from Florida Department of Environmental Protection (FDEP) showing the Mt. Dora WWTF #1 Improvements project has been authorized for a loan through the FY 2022 State Revolving Fund (SRF) Program. The loan package is under review and the City is anticipating the signing and execution of the loan within 60 days.

Thanks,

Scott A. Breitenstein

FLORIDA DEPARTMENT OF
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

Memorandum

TO: **Affected Parties**
FROM: **State Revolving Fund Program**
SUBJECT: **Adoption of FY 2022 CWSRF Priority List and DWSRF Priority List**
DATE: **September 2, 2021**

This is to notify you of actions taken at the State Revolving Fund Program public meeting on August 11, 2021 concerning adoption of the Fiscal Year 2022 Water Pollution Control SRF Priority List and DWSRF Priority List. Actions taken at this meeting included authorization of loans for new projects as shown below.

These projects were authorized new loans and were added to the fundable portion of the priority lists. Some loans are eligible for Principal Forgiveness and/or a Small Community Wastewater Construction Grant, as shown:

Project Sponsor	SRF Project Number	Loan Type	Loan Amount	Principal Forgiveness Allocated	SCWCG Grant
Oak Hill	01160	WW – Construction	$5,284,108	$4,000,000	N/A
Mount Dora	35148	WW – Construction	$12,000,000	N/A	N/A
Madison	40040	WW – Construction	$4,925,782	$4,000,00	N/A
Satellite Beach	05151	SW – Construction	$2,666,218	N/A	N/A
Flagler Beach	18013	WW – Construction	$12,000,000	N/A	N/A
Starke	04020	WW – Construction	$5,358,808	$4,000,000	N/A
Clewiston	26044	WW – Construction	$2,955,000	N/A	$2,364,000
Mulberry	53121	WW – Construction	$3,734,700	$2,987,760	N/A
Springfield	03053	WW – Construction	$6,557,788	$4,000,000	N/A
Macclenny	02051	WW – Construction	$4,888,000	$3,910,400	N/A
Fort Meade	53112	WW – Construction	$4,391,000	$3,512,800	N/A
Monticello	33022	WW – Construction	$2,237,000	N/A	$1,789,600
Fruitland Park	35082	WW – Construction	$1,297,470	N/A	$908,229
Lake Butler	63010	WW – Construction	$1,213,000	N/A	$970,400
Pierson	64210	WW – Design	$693,375	N/A	$554,700
Belleview	42076	WW – Design	$1,220,000	$976,000	N/A
FGUA (Jungle Den)	64030	WW – Design	$126,600	N/A	N/A
Frostproof	53101	WW – Construction	$807,044	N/A	$645,635
Highlands County	28023	SW – Planning	$1,750,000	N/A	N/A
Lakeland	53067	WW – Design	$1,106,541	N/A	N/A
Oakland	4803Q	SW – Planning	$44,000	N/A	N/A
Sewall's Point	43036	SW – Planning	$500,000	N/A	N/A
Gateway Services CDD	3604A	SW – Construction	$5,776,412	N/A	N/A
Melbourne	05091	WW – Construction	$12,000,000	N/A	N/A
St. Johns County	55016	WW – Construction	$4,478,875	N/A	N/A
American Beach WSD	45050	WW – Construction	$6,140,093	$4,000,000	N/A
Lake Placid	28022	WW – Construction	$1,879,600	N/A	$1,503,680
Arcadia	14014	WW – Construction	$5,400,000	$4,000,000	N/A

Big Bend WA	15053	WW – Construction	$2,692,600	N/A	$2,154,080
Bunnell	18051	WW – Construction	$12,000,000	$4,000,000	N/A
Havana	20053	WW – Design	$213,649	N/A	$170,919
Crestview	46073	WW – Planning	$150,000	N/A	N/A
Winter Garden	48010	WW – Planning	$1,120,000	N/A	N/A
Davenport	53072	WW – Construction	$7,729,472	N/A	N/A
Mobile Manor, Inc.	36087	DW – Construction	$2,315,728	$2,084,155	N/A
American Beach WSD	45051	DW – Construction	$2,523,500	$2,064,825	N/A
Arcadia	140130	DW – Construction	$6,135,100	$2,250,000	N/A
Parker	03072	DW – Construction	$2,951,441	N/A	N/A
Orange City	64204	DW – Construction	$17,250,898	$2,250,000	N/A
Stuart	43045	DW – Construction	$17,319,799	$893,319	N/A
Bonifay	30014	DW – Construction	$2,804,503	$2,236,374	N/A
Springfield	03051	DW – Construction	$2,038,000	$1,236,633	N/A
Green Cove Springs	100102	DW – Construction	$3,780,700	$912,756	N/A
Palatka	54025	DW – Construction	$1,470,000	N/A	N/A
Belleview	42077	DW – Construction	$5,256,000	N/A	N/A
Venice	58048	DW – Construction	$17,461,565	N/A	N/A
Eagle Lake	53091	DW – Design	$286,585	N/A	N/A
Dania Beach	06123	DW – Construction	$4,600,000	N/A	N/A
Jackson County	32038	DW – Construction	$5,778,680	N/A	N/A
Okeechobee UA	47013	DW – Construction	$2,318,844	N/A	N/A

Complete loan applications must be submitted not later than 12/9/2021, and the binding agreements are to be executed not later than 3/9/2022.

The Record of Final Agency Action, including the FY 2022 Priority List, is attached for your reference.

If you have any questions or need more information, call or e-mail:
Teresa Robson 850-245-2910, teresa.robson@dep.state.fl.us
Shanin Speas-Frost 850-245-2991 shanin.speasfrost@dep.state.fl.us
Tim Banks at 850-245-2969, timothy.banks@dep.state.fl.us

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request Approval of Meeting Minutes
- December 7, 2021, Regular City Council Session Minutes
- December 21, 2021 Regular City Council Session Minutes
- December 21, 2021, Northeast CRA Governing Board Minutes
- January 4, 2022 Regular City Council Session Minutes
- January 4, 2022 Northeast CRA Governing Board Minutes

Introduction:
This is a request for City Council to approve meeting minutes.

Discussion:
The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):
1. December 7, 2021 Regular City Council Session Minutes
2. December 21, 2021 Regular City Council Session Minutes
3. December 21, 2021 Northeast CRA Governing Board Minutes
4. January 4, 2022 Regular City Council Session Minutes
5. January 4, 2022 Northeast Governing Board Session Minutes

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Nicole Wisniewski, Deputy City Clerk	Final Approval - 1/21/2022

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

December 7, 2021
City Hall
510 N. Baker St.
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 5:30 p.m. in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Vice-Mayor Crail led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present
Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present
Patrick Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. Donation of Butterfly Garden Sculpture

   Cathy Lunday, Library Manager, provided the Council with a presentation on the Butterfly Garden Sculpture that was being donated.

PUBLIC COMMENTS

Mayor Stile opened public input

Chirs Ferreri, 303 North Rhodes Street, inquired about the fire assessment fee and recyclable water issues.

John McKinney, Finance Director, pointed to the website where all the information could be found.

Bobby Rowe, 1151 Clayton Street, spoke on the 2nd annual golf classic for MLK and the unity walk.

Monquie Richison, 745 Hilltop Court, spoke on the style magazine that features Ms. Renne

Mentio

Rozanna Abato, 541 E. 1st Ave, spoke on the Christmas Symphony Singers and asked the City to attend.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFOSN TO APPROVE THE AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Lake Community Action Agency

   Council reappointed Vershurn Ford, Public information officer, to represent the City on the Lake Community Action Agency Board.

2. Advisory Board Appointment

   Planning and Zoning Commission

   Mayor Stile nominated Kris Haukoos.

   MOTION BY MAYOR STILE TO APPOINT KRIS HAUKOOS TO THE PLANNING AND ZONING COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

   Councilmember Cataldo nominated James Homich.

   MOTION BY COUNCILMEMBER CATALDO TO APPOINT JAMES HOMICH TO THE PLANNING AND ZONING COMMISSION; SECONDED BY COUNCILMEMBER BRYANT. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

   Vice-Mayor Crail nominated Harmon Massey.

   MOTION BY VICE-MAYOR CRAIL TO APPOINT HARMON MASSEY TO THE PLANNING AND ZONING COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

   Councilmember Walker nominated Tom Dring.

   MOTION BY COUNCILMEMBER WALKER TO APPOINT TOM DRING TO THE PLANNING AND ZONING COMMISSION; SECONDED BY COUNCILMEMBER GUENTHER. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

   Community Redevelopment Advisory Committee (CRA)

Mayor Stile nominated to reappoint Akhtar Hussain.

MOTION BY MAYOR STILE TO REAPPOINT AKHTAR HUSSAIN TO THE COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated Andrea Lother.

MOTION BY COUNCILMEMBER CATALDO TO APPOINT ANDREA LOTHER TO THE COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint David Berndt.

MOTION BY VICE-MAYOR CRAIL TO REAPPOINT DAVID BERNDT TO THE COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated Jay Smith.

MOTION BY COUNCILMEMBER WALKER TO APPOINT JAY SMITH TO THE COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Northeast Community Redevelopment Advisory Committee

Mayor Stile nominated to reappoint Rona Rowe.

MOTION BY MAYOR STILE TO REAPPOINT RONA ROWE TO THE NORTHEAST COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated to reappoint Lillie Taylor.

MOTION BY COUNCILMEMBER CATALDO TO REAPPOINT LILLE TAYLOR TO THE NORTHEAST COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint Stevie Harley

MOTION BY VICE-MAYOR CRAIL TO REAPPOINT STEVIE HARLEY TO THE NORTHEAST COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated to appoint Rosalyn Harris

MOTION BY COUNCILMEMBER WALKER TO APPOINT ROSALYN HARRIS TO THE NORTHEAST COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

<u>Historic Preservation Board</u>

Mayor Stile nominated to reappoint Det Joks.

MOTION BY MAYOR STILE TO REAPPOINT DET JOKS TO THE HISTORIC PRESERVATION BOARD; SECONDED BY COUNCILMEMBER CATALDO. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated to appoint Patricia Huizing.

MOTION BY COUNILMEMBER CATALDO TO APPOINT PATRICIA HUIZING TO THE HISTORIC PRESERVATION BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint Philip Crotwell.

MOTION BY VICE-MAYOR CRAIL TO REAPPOINT PHILIP CROTWELL TO THE HISTORIC PRESERVATION BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated to reappoint Sharon Nichols

MOTION BY COUNCILMEMBER WALKER TO REAPPOINT SHARON NICHOLS TO THE HISTORIC PRESERVATION BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

<u>Parks & Recreation Board</u>

Mayor Stile nominated to reappoint Amy Fortenberry.

MOTION BY MAYOR STILE TO REAPPOINT AMY FORTENBERRY TO THE

PARKS & RECREATION BOARD; SECONDED BY VICE-MAYOR CRAIL MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated Suzanne Scheck.

MOTION BY COUNCILMEMBER CATALDO TO APPOINT SUZANNE SCHECK TO THE PARKS & RECREATION BOARD; SECONDED BY VICE-MAYOR CRAIL MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint Mark Woerner.

MOTION BY VICE-MAYOR CRAIL TO REAPPOINT MARK WOERNER TO THE PARKS & RECREATION BOARD; SECONDED BY COUNCILMEMBER ROLFSON MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated to appoint William Larkin.

MOTION BY COUNCILMEMBER WALKER TO APPOINT WILLIAM LARKIN TO THE PARKS & RECREATION BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

<u>Public Arts Commission</u>

Mayor Stile nominated to reappoint Harlow Middleton.

MOTION BY MAYOR STILE TO REAPPOINT HAROLOW MIDDLETON TO THE PUBLIC ARTS COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated to reappoint John Wesner.

MOTION BY COUNCILMEMBER CATALDO TO REAPPOINT JOHN WESNER TO THE PUBLIC ARTS COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint Maryann McNamara.

MOTION BY VICE-MAYOR CRAIL TO REAPPOINT MARYANN MCNAMARA TO THE PUBLIC ARTS COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated to appoint Kay Volmar

MOTION BY COUNILMEMBER WALKER TO APPOINT KAY VOLMAR TO THE PUBLIC ARTS COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Library Advisory Board

Mayor Stile nominated to reappoint Carolyn Fountain.

MOTION BY MAYOR STILE TO REAPPOINT CAROLYN FOUNTAIN TO THE LIBRARY ADVISORY BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Cataldo nominated to reappoint Helen Cutshaw.

MOTION BY COUNCILMEMBER CATALDO TO REAPPOINT HELEN CUTSHAW TO THE LIBRARY ADVISORY BOARD; SECONDED BY VICE-MAYOR CRAIL. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Vice-Mayor Crail nominated to reappoint William Lowery.

MOTION BY VICE-MAYOR STILE TO REAPPOINT WILLIAM LOWERY TO THE LIBRARY ADVISORY BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

Councilmember Walker nominated to appoint Janet Manchon.

MOTION BY COUNCILMEMBER WALKER TO APPOINT JANET MANCHON TO THE LIBRARY ADVISORY BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

3. Lake-Sumter MPO Governing Board

MOTION BY MAYOR STILE TO APPOINT COUNCILMEMBER ROLFSON TO THE LAKE-SUMTER MPO GOVERNING BOARD; SECONDED BY COUNCILMEMBER WALKER. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

MOTION BY COUNCILMEMBER CATALDO TO REAPPOINT VICE-MAYOR CRAIL AS THE ALTERNATE MEMBER TO THE LAKE-SUMTER MPO GOVERNING BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

CONSENT AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Mayor Stile
Vice-Mayor Crail
Councilmember Cataldo
Councilmember Rolfson
Councilmember Guenther
Councilmember Walker
Councilmember Bryant

NO None

1. Request Adoption of Resolution No. 2021-120, Approval for New Year's Eve Block Party Fireworks

2. Request Approval of Meeting Minutes
   - September 7, 2021 Regular City Council Session
   - September 14, 2021 City Council Special Session
   -September 21, 2021 Regular City Council Session
   - September 21, 2021 Northeast CRA Governing Board Session

ACTION ITEMS

1. Request Adoption of Resolution 2021-140, Wastewater Plant #1 Rehabilitation Loan - SRF Project No.351480

   Sherry Sutphen, City Attorney, read Resolution No. 2021-140, Wastewater Plant #1 Rehabilitation Construction Loan - SRF Project No.351480.for $12 million, by title only.

RESOLUTION NO. 2021-140

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE FLORIDA REVOLVING FUND LOAN PROGRAM FOR THE CITY'S WASTEWATER TREATMENT PLANT #1 REHABILITATION PROJECT, WW35148; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO APPLY FOR LOAN; PROVIDING FOR THE ESTABLSHIMENT OF PLEDGED REVENUES; PROVIDING FOR AUTHORIZED REPRESENTATIVES; 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.

Joe Grusauskas, Public Works & Utilities Director, provided Council with a history of the agenda item.

Mayor Stile opened public input

Josh Hemingway, 1177 E. 5th Ave, inquired if this was just for the reimbursement or would more need to be added.

Mr. Grusauskas answered yes, it does have growth involved in it.

Mayor Stile closed public input

MOTION BY COUNILMEBER ROLFSON TO APPROVE ADOPTION OF RESOLUTION 2021-140, WASTEWATER PLANT #1 REHABILITATION LOAN - SRF PROJECT NO.351480; COUNILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson
	Councilmember Cataldo
	Councilmember Guenther
	Councilmember Walker
	Councilmember Bryant
	Vice-Mayor Crail
	Mayor Stile
NO	None

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Approval of Final Reading of Ordinance No. 2021-07, Annexation for Route 46 Properties, LLC (33.38 acres)

Ms. Sutphen read final reading of Ordinance No. 2021-07, Annexation for Route 46 Properties, LLC (33.38 acres) by title only.

ORDINANCE NO: 2021-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AND WEST SIDE OF NORTON LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen stated there has been no changes from the first reading.

Mayor Stile opened public hearing

No one spoke

Mayor Stile closed public hearing

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FINAL READING OF ORDINANCE NO. 2021-07, ANNEXATION FOR ROUTE 46 PROPERTIES, LLC (33.38 ACRES); COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson
	Councilmember Guenther
	Councilmember Walker
	Councilmember Bryant
	Councilmember Cataldo
	Vice-Mayor Crail
	Mayor Stile
NO	None

2. Approval of Final Reading of Ordinance No. 2021-20, Annexation for FRB Properties, LLLP (1.77 acres)

Ms. Sutphen read final reading of Ordinance No. 2021-20, Annexation for FRB Properties, LLLP (1.77 acres) by title only.

ORDINANCE NO: 2021-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Patrick Comiskey, City Manager, stated this is a final reading and there have been no changes since the first reading.

Mayor Stile opened public hearing

No one spoke

Mayor Stile closed public hearing

Discussion ensued on the site plans and the qualifications of submitalis of site plans.

Jimmy Crawford, Crawford, Modica, & Holt, Chartered Attorney at law,applicant, stated that it is in the county as of right now and bringing it into the city would be a much better option.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FINAL READING OF ORDINANCE NO. 2021-20, ANNEXATION FOR FRB PROPERTIES, LLLP (1.77 ACRES); COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson
	Councilmember Guenther
	Councilmember Walker
	Councilmember Bryant
	Councilmember Cataldo
	Vice-Mayor Crail
	Mayor Stile
NO	None

3. Approval of Final Reading of Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP

Ms. Sutphen read final reading of Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP by title only.

ORDINANCE NO: 2021-22

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED AT THE SOUTHEAST

CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey, City Manager, stated this is final reading and stated there has been no change to the ordinance from the first reading.

Mayor Stile opened public hearing

No one spoke

Mayor Stile closed public hearing

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FINAL READING OF ORDINANCE NO. 2021-22, CHANGE IN ZONING FRB PROPERTIES, LLLP; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Walker
	Councilmember Bryant
	Councilmember Cataldo
	Councilmember Rolfson
	Councilmember Guenther
	Mayor Stile
NO	None

4. Approval of First Reading of Ordinance No. 2021-23, Annexation for Mount Dora Groves (224.56 Acres)

Ms Sutphen read first reading of Ordinance No. 2021-23, Annexation for Mount Dora Groves (224.56 Acres) by title only.

ORDINANCE NO: 2021-23

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH AND SOUTH SIDES OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Vince Sandersfeld, Planning and Zoning Director, provided council with a history of the agenda item and stated the annexation does just two things. It changes our city limits for jurisdiction and will add to District 4 and District 5.

Mayor Stile opened public hearing

Tim Green, Green Counsulting Group, stated he is the applicant for this project.

Josh Hemingway, 1177 East 5th Avenue, inquired about the annexation and the benefits of the property.

Ms. Sutphen stated it increases the tax base. This property also has an enclave and the property is annexed into the City's jurisdiction, which will give the City control of the development of the property.

Mike Masterson, 7887 Crosswinds Way, inquired if the Bert Harris act could apply to this property.

Ms. Sutphen discussed Bert Harris and property owner rights and annexation requirements.

Mr. Masterson then inquired if the property does not get annexed into the City and the property remains in the County zoned for agriculture is that all the property owners could do.To which Ms. Sutphen stated, no they could go to the County and request a change in zoning, request a future land use change, and develop under the County's standards and the City would have no general control of how that happens.

Discussion took place on annexation and the Bert Harris Act.

James Homich, 621 East 5th Ave, spoke on the JPA and what the main purpose behind the JPA was.

Josh Hemingway, 1177 East 5th Avenue, stated this isn't something that needs to be annexed in right now.

Frank Kerwin, 1110 East 5th Avenue, stated he believes we do have a certain amount of control of the property currently because of the JPA.

Laurie Tillet, 101 North Grandview Street, spoke about past situations with the JPA.

Mayor Stile closed public hearing

Mr. Sandersfeld stated the main issue of this is following Florida Statue for voluntary annexation.

Discussion ensued on what county control of the property is currently.

The council spoke about their views in regards to the item of the annexation.

Discussion took place on annexation and what it would mean for the city.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE FIRST READING OF ORDINANCE NO. 2021-23, ANNEXATION FOR MOUNT DORA GROVES (224.56 ACRES); COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Bryant
	Councilmember Rolfson
	Councilmember Guenther
	Councilmember Walker
	Councilmember Cataldo
	Vice-Mayor Crail
	Mayor Stile
NO	None

Mayor Stile called for a break of the meeting at approximately 7:07 p.m.

Mayor Stile called the meeting back to order at approximately 7:15 p.m.

5. Approval of First Reading Transmittal Hearing Ordinance No. 2021-24, Large-Scale Future Land Use Map Amendment for Mount Dora Groves

COUNICLMEMBER ROLFSON MADE A MOTION TO AMEND THE AGENDA IN ORDER TO MAKE HIS APPOINMENT TO THE PUBLIC ARTS COMMISSION; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

MOTION BY COUNCILMEMBER ROLFSON TO APPOINT THOMAS DECKER TO THE PUBLIC ARTS COMMINSION; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION WAS APPROVED BY UNANINOUS VOICE VOTE.

Ms. Sutphen read first reading of Ordinance No. 2021-24, Large-Scale Future Land Use Map Amendment for Mount Dora Groves by title only.

ORDINANCE NO: 2021-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld provided council with an overview of the item and stated this request follows Florida Statue 163 with large-scale future land use map changes. Mr. Sandersfeld mentioned that after this reading it would go to the state for their approval and then it would come back to council for final approval.

Discussion ensued on what other entities would be providing input on this future land use map amendment.

Mayor Stile opened public hearing

Tim Green, Green Consulting Group, introduced himself and stated he is the applicant for this project. Mr. Green provided council with his credentials, provided council with the history of the property owners, the Simpson family, and provided an overview of the item.

Laurie Tillet, 101 North Grandview View Street, inquired about the residential design standards and stated her concerns about the increased traffic that may occur.

James Homich, 621 East 5th Avenue, stated his concerns with regards to traffic, adding more homes, and fewer commercial acres.

Josh Heminway, 1177 East 5th Avenue, addressed council with his concerns in regards to schools, supermarkets, and city resources being able to handle the increase in growth.

Pat Hurzing, 1130 East 9th Avenue, addressed council with her concerns and stated the City should look at a way to increase citizen's participation.

John Murray, 1561 Edgewater Drive, inquired about what might be in his backyard and stated the development is good in some ways, but would like to keep it Mount Dora.

Mike Masterson, 7887 Crosswinds Way, inquired about what can be done with PUD zoning and what restrictions can be placed on the development.

Andrea Lother, 961 Liberty Avenue, stated her concerns about high density and how that area would be able to even handle high density.

Carrol Jaskulski, 541 East 1st Avenue, stated that if this passes it will just set forth multiple levels of public input and stated that the Council should move forward and approve the item.

Josh Heminway, 1177 East 5th Avenue, inquired if approving this means it would have to remain at high density. To which Ms. Sutphen stated we can't unilaterally do that. If the applicant comes back through their zoning requesting something different, we would have another hearing.

Andy Khuns, 340 East 3rd Avenue, inquired about the item being postponed for more consideration.

Mike Materson, 7887 Crosswinds Way, inquired about approving the item with middle density.

Mr. Green stated there was an envisioned plan that lasted eighteen months. There was also the EAR, Planning and Zoning, and focus groups, all of which included public input.

Discussion ensued on state requirements, city requirements, and the different density levels.

Charile Sanz, 980 Page Lane, stated that this will turn the city into a bigger town and not a little town and feels this would be a mistake.

Josh Heminway, 1177 East 5th Avenue, inquired if we should send this to the state for

review and it came back and we decided not to adopt it in this form. What would the ramifications be? To which Mayor Stile stated nothing.

Mayor Stile closed public hearing

Councilmember Guenther inquired that if council was to approve the eighteen acre of high density, the only way that would be able to be achieved would be by enhanced architectural design. To which Mr. Sandersfeld answered that is correct.

Council discussed their views on the agenda item.

Discussion took place on impact fees, increasing the commercial in the project, the possible adverse impacts on the Northeast community, and the possibility of scheduling a workshop.

Mr.Green spoke about the proposed future land use map and the surrounding areas that touch the property.

Discussion took place on the possibility of tabling the item until the public would be able to receive a better understanding of the project.

Mayor Stile inquired if the applicant would be able to agree to a cap on the number of residences at this point. Mr. Green stated that the PUD would do that, but at this point, that is not allowed.

Further discussion took place on increasing the commercial of this project and high density.

MOTION BY COUNCILMEMBER CATALDO TO TABLE THE APPROVAL OF FIRST READING TRANSMITTAL HEARING ORDINCANCE NO. 2021-24, LARGE-SCALE FUTURE LAND USE MAP AMENDMENT FOR MOUNT DORA GROVES FOR ANOTHER MONTH WITH THE PREPARATION OF BEFORE GETTING THERE HAVING A WORKSHOP WITH THE COMMUNITY SO THERE IS A BETTER UNDERSTANDING. COUNILMEMBER BRYANT SECONDED THE MOTION.

Discussion followed after the motion was made on postponing the item and the time frame for the upcoming holidays to put together a workshop within a month.

Mayor Stile inquired to Councilmember Cataldo if he would like to amend his motion to take the upcoming holidays into account.

Councilmember Cataldo amended his motion from tabling to a month to table for sixty days. Councilmember Bryant agreed with the amended motion.

Mr. Green stated if council voted to delay the item that the applicant would ask for the annexation to be withdrawn.

The amended motion to be voted on is as follows:

MOTION BY COUNCILMEMBER CATALDO TO TABLE THE APPROVAL OF FIRST READING TRANSMITTAL HEARING ORDINCANCE NO. 2021-24, LARGE-SCALE FUTURE LAND USE MAP AMENDMENT FOR MOUNT DORA GROVES FOR SIXTY DAYS WITH THE PREPARATION OF BEFORE GETTING THERE HAVING A WORKSHOP WITH THE COMMUNITY SO THERE IS A BETTER UNDERSTANDING. COUNILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

YES	Councilmember Cataldo
	Councilmember Bryant
	Councilmember Walker
	Vice-Mayor Crail
	Mayor Stile
NO	Councilmember Rolfson
	Councilmember Guenther

Mayor Stile called for a break at 9:36 p.m.

Mayor Stile called the meeting back to order at 9:46 p.m.

CITY MANAGER

1. Lobbyist Update

   Mr. Comiskey gave an update to Council in regards to the Lobbyist.

2. City Manager's Report

   Mr. Commiskey provided council with an update on administrative ongoings.

   Mr. Grusauskas stated that back in 2019 the city had an agreement with Lake County for a DOE grant share for 1.5 million dollars for the Wolf Branch Sewer lift station and that is now complete.

CITY ATTORNEY'S REPORT

1. Discussion and direction pertaining to appointment terms for City Boards and Committees.

   This item was moved to number two on the City Attorney's report.

   Ms. Sutphen provided council with an overview of the item and stated that currently some of the city's boards and committees are different in regards to term limits and other areas. Ms. Sutphen stated that moving forward we could amend the resolutions of certain boards/committees for the council's pleasure.

Councilmember Rolfosn recommended moving this discussion to a further agenda due to the lateness of the time and so council would be able to think of their opinions on the matter. City Council unanimously agreed to move the item to a further agenda.

2. Discussion and direction related to building height initiative and demands issued by Robert Vason on behalf of citizen's group.

Ms. Sutphen stated there was serval things that were included in the letter that was sent to council from Mr. Vason and it also included an opinion letter from an attorney. The opinion letter from the attorney focused on the authority under the statue to amend a charter through the statuary has opposed to our charter. Ms. Sutphen stated she does agree that a charter can be amended through the statue and statuary scheme.

Moving on, Ms Sutphen stated she is, however, still of the opinion that the way the petition was worded and the request of the petition still having the effect of a development order and is illegal under the statute.

Ms. Sutphen provided council with the reasons why she has that opinion.

Ms. Sutphen gave background information on the attorney she reached out to for an opinion on this matter and read the opinion of Attorney Bert Harris III into the record:

"It is of my opinion that amending the charter of the City of Mount Dora by an initiative or referendum process to include height restrictions is prohibited by Florida Law".

Ms. Sutphen addressed the threat made by Mr. Vason in regards to the individuals seeking the referendum would equally be entitled to attorney fees if they filed suit against the city and stated after reviewing the statue that refers to this matter it is not a warranted threat.

Concluding, Ms. Sutphen stated from her viewpoint, the only legal option that council has is to instruct staff to use the in-paneled building height community to come up with an ordinance that places this issue in the charter. If council chooses not to do that and decides that it should remain in the Land Development Code, council could choose to restrict that portion of the code.

Discussion ensued on the different options stated, the idea of placing a moruturim in the historic downtown area, and having the building heights advisory committee go from one meeting a month to two for timing purposes of the 2022 election.

Mayor Stile opened public input

Josh Heminway, 1177 East 5th avenue, inquired about the charter and how the petition had been presented to council.

Discussion took place about past events in regards to the petition.

Andrea Lother, 961 Liberty Avenue, suggested council be very clear of their expectation of the building height committee.

Mayor Stile closed public input

Discussion ensued about directing staff and the city attorney to draft an ordinance that would go to the building height committee for review. The council provided their views on that option.

MOTION BY COUNCILMEMBER GUENTHER TO ADVISE STAFF TO PROVIDED LANUAGE FOR AN ORDINANCE TO PROVIDE THE BUILDING HEIGHT ADVISORY COMMITTEE IN ORDER TO PUT SOMETHING TOGETHER TO BE PLACED ON THE 2022 GENERAL ELECTION BALLOT FOR A CHARTER AMENDMENT; SECONDED BY COUNCILMEMBER BRYANT. MOTION APPROVED BY ROLL CALL VOTE (4-3)

DISSCUSION TOOK PLACE IN REGARDS TO THE MOTION. MAYOR STILE THEN ASKED FOR A ROLL CALL VOTE.

YES	Councilmember Bryant
	Councilmember Cataldo
	Councilmember Walker
	Mayor Stile
NO	Councilmember Guenther
	Councilmember Rolfson
	Vice-Mayor Crail

Councilmember Bryant inquired on a moratorium. Ms. Sutphen stated if council instructs her to prepare a resolution or ordinance on the matter, she would be able to draft one.

MOTION BY COUNCILMEMBER WALKER FOR THE CITY ATTRONEY TO PREPARE LANGUAGE FOR AN ORINANCE FOR A BUILDING HEIGHT MORATORIUM; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker
	Vice-Mayor Crail
	Councilmember Cataldo
	Councilmember Bryant
	Mayor Stile
NO	Councilmember Rolfson
	Councilmember Guenther

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo

   Thanked Chief Meade for his responsiveness to a matter and asked if the traffic committee could review signage. Councilmember Cataldo also gave thanks to Mr. Grusauskas and his team at the public works department.

2. Council Member Austin Guenther

   Thanked Mr. Grusauskas for removing the speed tables on Overlook Drive. Councilmember Guenther wanted to clarify the motion that he made in regards to the building height ordinance and stated he wanted to take some action.

   Councilmember Guenther also spoke on the item heard earlier in regards to the Mount Dora Groves project, and stated the applicant will probably withdraw the annexation and proceed with the County and just wanted to state that he would just like council to realize what was lost there with the potential for Northeast money and the control over that site.

3. Council Member Cal Rolfson

   Councilmember Rolfson stated he agrees with Councilmember Guenther. Councilmember Rolfson also spoke on the upcoming Lake County League's Luncheon. Councilmember Rolfson inquired about providing lrene O'Mally with recognition.

   Continuing, Councilmember Rolfson wanted to address an email he received from resident, Josh Hemingway, that stated Councilmember Rolfson blatantly lied about the history of board appointments and intentionally mislead Councilmember Cataldo on the procedure of appointments to advisory boards. Councilmember Rolfson stated he just addressed concerns and suggested waiting until the next meeting for the board appointment. Councilmember Rolfson stated knowing that he could not speak to his fellow Councilmembers who were cc'd on the email unless it was in a public meeting, Mr. Hemingway had forced him to respond to him publicly as well.

4. Councilmember Nate Walker

   Stated he participated in the Christmas parade this year and it was a blast.

5. Council Member Doug Bryant

   Stated his apologies to Councilmember Rolfson for being subjected to the comments that were made and stated we all hear differences of opinions and comments on rather we used our best wisdom on our. However, when integrity is attacked, that is very different.

6. Vice-Mayor Marc Crail

   Spoke about the Christmas events that are currently going on within the City.

7. Mayor Crissy Stile

   Provided thanks to the Lion Club for putting on a wonderful Christmas parade and the Chamber for the Christmas walk. Mayor Stile spoke about the upcoming Snow in the Park happening that Saturday, December 11th.

FUTURE MEETING DATES

1. December 21, 2021, 5:30 PM, Regular Session

2. January 4, 2022, 6:00 PM, Regular Session

3. January 18, 2022, 6:00 PM, Regular Session

4. February 1, 2022, 6:00 PM, Regular Session

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 11:15 p.m.

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

December 21, 2021
City Hall
510 N. Baker St.
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 5:30 p.m. in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Councilmember Walker led a moment of silence and the Pledge of Allegiance to the Flag.

ROLL CALL

Members Present
Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Nate Walker, District 5
Doug Bryant, At Large

Also Present
Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

Members Not Present
Austin Guenther, District 3

PRESENTATIONS

1. MPO Lake-Sumter Presentation

   Michael Woods, Executive Director MPO, provided council with a presentation on transportation and gave an overview of the MPO officers and appointments for the year 2022.

2. Recreation Programs Update

   Megan Matthews, Youth and Family Supervisor, provided council with an overview of the programs that the city offers in regards to before and after care, the summer camps, and winter break camps.

PUBLIC COMMENTS

Mayor Stile opened public input

Bobby Rowe, 1155 Clayton, spoke about his concerns for the Northeast community and asked them to keep open minds and Mr. Rowe gave thanks to the Mount Dora police department for

helping out with the Northeast in writing letters to Santa.

Mayor Stile closed public input

APPROVAL OF AGENDA

Patrick Comiskey, City Manager, announced that the Mount Dora Grove project will hold a community meeting on Monday, January 10, 2022 at 6 p.m.

Mr. Comiskey requested if council would pull item number three off the consent agenda and place it as action item number two for further discussion and also asked that the item under the City Manager's report regarding the Hazard Mitigation Grant Program (HMGP) could be moved to action item number one for further discussion.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE CHANGES STATED BY THE CITY MANAGER; COUNCILMEMBER CATALO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Advisory Board Appointments

   Councilmember Bryant nominated Miles Beach to serve on the Planning and Zoning Commission.

   MOTION BY COUNCILMEMBER BRYANT TO APPOINT MILES BEACH TO SERVE ON THE PLANNING AND ZONING COMMISSION; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Interlocal Agreement between Lake County and the City of Mount Dora for ARPA Grant related to the AWE Literacy Terminals Through Lake County Library System

2. Request Approval of Assignment between Fred Wilson & Associates, Inc., and Chen Moore and Associates, Inc.

3. Request Adoption of Resolution No. 2021-135, Approval of Lake County designating Vista Ridge Drive and Innovation Boulevard as City Collector Roadways

   This item was pulled off consent and placed under action item number two for further discussion.

4. Request Adoption of Resolution No. 2021-137, Lake County Multi-Jurisdictional Hazard Mitigation Plan

5. Request Authorization to Declare Surplus Property

6. Request Approval of Meeting Minutes
   - September 29, 2021 Special City Council Session
   - October 5, 2021 Regular City Council Session
   - October 19, 2021 Regular City Council Session
   - October 19, 2021 CRA Governing Board Session

7. Request authorization to close at noon on December 23, 2021 in observance of the holiday

MOTION TO APPROVE THE CONSENT AGENDA WITH THE CHANGES STATED BY COUNCILMEMBER ROLFSON; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Hazard Mitigation Grant Program (HMGP) - Donnelly Street Stabilization and Boardwalk Safety Improvements.

   ***This item was moved from the City Manager's Report.**

   Joe Grusauskas, Public Works and Utilities Director, provided the council with background information about this item and mentioned the County Local Mitigation Strategy (LMS) working group approved and prioritized the Donnelly Street Stabilization and Boardwalk Safety Improvements project as its #1 priority for Federal funding. Due to the grant application being due by midnight tonight, the Mayor, pursuant to the purchasing policy, will sign the grant application and it will be brought back to council for ratification.

   Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY VICE-MAYOR CRAIL TO APPROVE AUTHORIZING THE MAYOR TO SIGN THE APPLICATION FOR HAZARD MITIGATION GRANT PROGRAM (HMGP) DONNELY STREET STABILIZATION AND BOARDWALK SAFETY IMPROVEMETS; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Rolfson
	Councilmember Walker
	Councilmember Bryant
	Councilmember Cataldo
	Mayor Stile
NO	None

Mayor Stile called the meeting to a short recess at approximately 6:18 p.m.

Mayor Stile called the meeting back to order at approximately 6:21 p.m.

2. Request Adoption of Resolution No. 2021-135, Approval of Lake County designating Vista Ridge Drive and Innovation Boulevard as City Collector Roadways

**** This item was pulled off of the consent agenda and placed as item number two under action items.***

Sherry Sutphen, City Attorney, read Resolution No. 2021-135 , Approval of Lake County designating Vista Ridge Drive and Innovation Bouleard,by title only.

RESOLUTION NO. 2021-135

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE DESIGNATION OF VISTA RIDGE DRIVE AND INNOVATION BOULEVARD AS CITY COLLECTOR ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REQUEST FOR CITY COLLECTOR ROADWAY DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SA VIN GS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND PROVIDING DIRECTIONS TO THE CITY CLERK.

Tim Wilsion, Economic Development Director, gave an overview of the agenda item and spoke about the process.

Discussion ensued on what a collector roadway was and the cost of the project.

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY TO THE REQUEST ADOPTION OF RESOLUTION NO. 2021-135, APPROVAL OF LAKE COUNTY DESIGNATING VISTA RIDGE DRIVE AND INNOVATION BOULEVARD AS CITY COLLECTOR ROADWAYS; NONE SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Cataldo
	Councilmember Rolfson
	Councilmember Walker
	Councilmember Bryant
	Mayor Stile
NO	None

3. Request Adoption of Resolution No. 2021-121 Acceptance of SJRWMD Grant for the Overlook Baffle Box

Ms. Sutphen read Resolution No. 2021-121, Acceptance of SJRWMD Grant for the Overlook Baffle Box, by title only.

RESOLUTION NO.2021-121

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT COST SHARE AGREEMENT, CONTRACT NUMBER 36912; 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.

Mr. Grusauskas provided a history of the agenda item.

Discussion ensued on baffle boxes.

Mayor Stile opened public input

Josh Hemmingway, 1177 East 5th Avenue, inquired about the placement of the baffle box.

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2021-121 ACCEPTANCE OF SJRWMD GRANT FOR THE OVERLOOK BAFFLE BOX; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson
	Vice-Mayor Crail
	Councilmember Cataldo
	Councilmember Walker
	Councilmember Bryant
	Mayor Stile
NO	None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Final Reading of Ordinance No. 2021-19, Comprehensive Plan Text Amendments

Ms. Sutphen read Ordinance No.Final Reading of Ordinance No. 2021-19, Comprehensive Plan Text Amendments by title only.

Ordinance No. 2021-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PROPERTY RIGHTS ELEMENT TEXT AMENDMENT TO THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NONCODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

Ms. Sutphen stated for the record there have been no changes from the first reading of the ordinance.

Mayor Stile opened public hearing.

Josh Hemmingway, 1177 East 5th Avenue, stated he noticed other cities had taken the language and tailored it to their city.

Ms. Supthen stated we took what the statue required and put it in our ordinance format, and mentioned that it has passed at the state level.

Mayor Stile closed public hearing.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FINAL READING OF ORDINANCE NO. 2021-19, COMPREHENSIVE PLAN TEXT AMENDMENTS; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson
	Councilmember Cataldo
	Councilmember Walker
	Councilmember Bryant
	Vice-Mayor Crail
	Mayor Stile
NO	None

2. Consider request for reduction of imposed fines – 1209 Jackson Street

Mr. Comiskey gave an overview of the item and Ms. Sutphen provided council with an overview of the Code Enforcement Magistrate and how the violations go in front of the magistrate and mentioned that council has the authority to reduce the fines imposed.

Eric Johnson, principal of HD Home, LLC, stated they purchased the company of HD Home, LLC, and with that purchase of the company the property of 1209 Jackson Street. Mr. Johnson stated he was assured by the previous owner that the title was free of lien judgments and that ended up not being the case. Mr. Johnson is requesting that the lien be waived. As a practical business matter. The amount of the fine is equal to the profit he would expect from building on this lot.

Discussion took place on the purchase of the property, lien searches, the previous owner, and the notices that were given out.

Discussion further took place on staff time, other city resources used in this matter and the costs already incurred by the city.

MOTION BY VICE-MAYOR CRAIL TO REDUCE THE AMOUNT OWED TO $5,000 TO BE PAID BY JANUARY 21, 2022 BY 5:00 P.M. OR IT WILL BE REVERTED BACK TO THE ORIGINAL AMOUNT OWED. COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION WAS APPROVED BY ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Rolfson

	Councilmember Walker
	Councilmember Cataldo
NO	Councilmember Bryant
	Mayor Stile

Discussion took place on the advantage of the motion and the advantage of having a home built on the property.

CITY MANAGER

1. Lobbyist Update

Mr. Comiskey stated an update on the lobbyist report was provided in the agenda packet.

2. City Manager's Report

Mr. Grusauskas stated that when the city was involved in doing a project with the state,on 46, the city donated land to the state. We are now in the process of receiving that property back.

CITY ATTORNEY'S REPORT

1. Discussion and direction pertaining to appointment terms for City Boards and Committees.

Ms. Sutphen provided an overview of the item and stated we are interested in making the boards/committees consistent and would like council's direction on what they would like to see.

Discussion ensued on council with term limits of board members, resident members verses non-residents, provisions of qualifications, allowing zoom call-ins for meeting members, and training of board/committee members.

Monique Richardson, 745 Hilltop Court, inquired about the Police Pension Board

Ms. Sutphen stated that with the general direction that council has given, the staff and herself will start working on making those corrections and bring it back to council.

Mayor Stile recessed the meeting at approximately 8:28 p.m.

Mayor Stile called the meeting to order at approximately 8:32 p.m.

COMMUNICATIONS AND REPORTS

1. Council Member Austin Guenther

Not present

2. Council Member Cal Rolfson

   Councilmember Rolfson asked council to consider a workshop on reviewing written policies that affect the City Council. Councilmember Rolfson inquired about the possibility of revisiting a resolution on masks due to the recent COVID surge.

   Councilmember Rolfson wished everyone a happy holiday.

3. Council Member Walker

   Councilmember Walker mentioned the Northeast's Christmas party and inquired about having discussion on future Northeast Community projects being placed on a City Council agenda.

4. Council Member Doug Bryant

   Councilmember Bryant inquired about having a workshop on current and upcoming projects.

   Gave thanks to everyone that helped out with the past weekend's events.

5. Council Member John Cataldo

   Councilmember Cataldo thanked the Chief of police for helping with the resident's concerns.

   Wished everyone happy holidays.

6. Vice-Mayor Marc Crail

   Vice- Mayor Crail wished everyone a Merry Christmas and Happy New Year.

7. Mayor Crissy Stile

   Mayor Stile thanked all the city staff that had a hand in making the city a winter wonder land.

FUTURE MEETING DATES

1. January 4,2022, 6:00 PM, Regular Session

2. January 18, 2022, 6:00 PM, Regular Session

3. February 1, 2022, 6:00 PM, Regular Session

4. February 15, 2022, 6:00 PM, Regular Session

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 8:45 p.m.

_____
CRISSY STILE, MAYOR
CITY OF MOUNT DORA

_____
Jessica Burnham, City Clerk

CITY OF MOUNT DORA, FLORIDA
NORTHEAST CRA BOARD
MINUTES

December 21, 2021

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Borad to order at 8:46 p.m. in the Mount Dora Council Chambers.

DISCUSSION ITEMS

1. Home Repair Grant Partnership Agreement with Habitat for Humanity of Lake and Sumter County, Inc.

   Adam Sumner, CRA Administrator, provided council with an overview of the agenda item and stated this has been a passion project for over a year now. Mr. Sumner gave thanks to Habitat for Humanity and stated the agreement is for six homes in the Northeast Community and the work will start after the first of the year.

   MOTION BY GOVERNING BOARD MEMBER ROLFSON TO APPROVE THE HOME REPAIR GRANT PARTNERSHIP AGREEMENT WITH HABITAT FOR HUMANITY OF LAKE AND SUMTER COUNTY, INC.; GOVERNING BOARD MEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Board member Rolfson
	Board member Walker
	Board member Bryant
	Board member Cataldo
	Board member Crail
	Chairperson Stile
NO	None

2. Community Event & Program Sponsorship Application for Unite the Block Unity Day 2022

   Mr. Sumner stated this is an event that is part of the Martin Luther King weekend.

   Pastor Bobby Rowe, 1641 Mountclair Court, stated this event, we are the only city that I know of that celebrates a unity day and we are stronger together.

   MOTION BY GOVERNING BOARD MEMBER WALKER TO APPROVE THE COMMUNITY

EVENT & PROGRAM SPONSORSHIP APPLICATION FOR UNITE THE BLOCK UNITY DAY 2022; GOVERNING BOARD MEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Board member Walker
	Board member Rolfson
	Board member Bryant
	Board member Cataldo
	Board member Crail
	Chairperson Stile
NO	None

3. Community Event & Program Sponsorship Application for African-American History Festival 2022

Mr. Sumner stated this is the twelveth year of this event and it has continued to grow.

Cedric Scott, applicant, spoke about the event for the African-American History Festival.

MOTION BY GOVERNING BOARD MEMBER ROLFSON TO APPROVE THE COMMUNITY EVENT & PROGRAM SPONSORSHIP APPLICATION FOR THE AFRICAN-AMERICAN HISTORY FESTIVAL 2022; GOVERNING BOARD MEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Board member Rolfson
	Board member Walker
	Board member Bryant
	Board member Cataldo
	Board member Crail
	Chairperson Stile
NO	None

OTHER BUSINESS

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 8:55 p.m.

_____
CRISSY STILE, CHAIR

_____
Jessica Burnham, City Clerk

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

January 4, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 p.m.in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Councilmember Bryant led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present
Crissy Stile, Mayor
Mark Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present
Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. **Reading of Resolution No. 2022-05**, Recognizing Cathy Hoechst

   Mayor Stile presented former Mayor Cathy Hoechst with the resolution.

2. **Reading of Resolution No. 2022-06**, Recognizing Harmon Massey

   Mayor Stile presented former Councilmember/Vice-Mayor Harmon Massey with the resolution.

3. **Reading of Resolution No. 2022-07**, Recognizing Pam Burtnett

   Mayor Stile presented former Councilmember Pam Burtnett with the resolution.

PUBLIC COMMENTS

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON FOR THE APPROVAL OF AGENDA; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Appointments to the Lake County Library Advisory Board

MOTION BY VICE-MAYOR CRAIL TO APPOINT CATHY GILLESPIE AS THE VOTING MEMBER TO THE LAKE COUNTY LIBRARY ADVISORY BOARD AND WILLIAM LOWERY AS AN ALTERNATE MEMBER TO THE LAKE COUNTY LIBRARY ADVISORY BOARD; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Meeting Minutes
   - November 2, 2021, Regular City Council Session Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA ;COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. **Resolution No. 2022-09**, Face Covering Recommendation

Sherry Sutphen, City Attorney, read Resolution No. 2022-09 , Face Covering Recommendation,by title only.

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO SAFETY RECOMMENDATIONS STEMMING FROM THE OMICRON VARIANT OF THE CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A FACE COVERING RECOMMENDATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND DURATION.

Councilmember Rolfson spoke on the agenda item and stated he requested this item to be placed on the agenda and would like to suggest that in Section 2 page 25, instead of saying recommendations, it should read highly encouraged.

Discussion ensued on the purpose of the resolution and the steps that can be taken.

Mayor Stile opened public input

Kris Haukook, 925 Northside Drive, gave her gratuity for the consideration of the resolution.

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-09, FACE COVERING RECOMMENDATION WITH THE CHANGES THAT WERE STATED; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilemember Rolfson
	Councilmember Bryant
	Councilmember Cataldo
	Councilmember Guenther
	Councilmember Walker
	Vice-Mayor Crail
	Mayor Stile
NO	None

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Approval of First Reading of Ordinance No. 2022-03, Building Height Moratorium

Ms. Sutphen read Ordinance No. 2022-03, Building Height Moratoruim by title only.

ORDINANCE NO: 2022-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A MORATORIUM ON THE PROCESSING OF ANY PETITION, APPLICATION OR REQUEST FOR DEVELOPMENT ORDER, VARIANCE, PLANNED UNIT DEVELOPMENT OR LAND DEVELOPMENT CODE AMENDMENT WHICH PROPOSES TO ALLOW FOR A CHANGE IN THE BUILDING OR OTHER STRUCTURE HEIGHT LIMITATION OF 35 FEET IN ALL ZONING DISTRICTS IN THE HISTORIC PRESERVATION DISTRICT OF THE CITY OF MOUNT DORA AND OF 25 FEET WITHIN 100 FEET OF LAKE DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION

AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen addressed the reasons why the ordinance was drafted for a time period of one year instead of six months.

Discussion ensued on councilmember's views in regards to approving the ordinance or denying the ordinance.

Ms. Sutphen stated that if a current structure is destroyed, she suggested that the ordinance is amended to include language that states if any existing structure within the same boundaries is destroyed, that structure is able to go through the regular process of being replaced.

Mayor Stile opened public hearing.

Jamie Allen, 1303 East 5th Avenue, stated she thought this was to postpone a special election. To which Ms. Sutphen answered that the purpose of the moratorium is to provide time for the building height advisory committee to research and provide council with recommendations.

Mike Masterson, 7887 Crosswinds Way, stated the newer councilmembers are not as well versed and they should be allowed time to get up to speed.

James Wentz, 1977 Weymouth Court, stated that being able to vote is the way that residents' voices get heard.

Mayor Stile closed public hearing

MOTION BY VICE-MAYOR CRAIL TO APPROVE FIRST READING OF ORDINANCE NO. 2022-03, BUILDING HEIGHT MORATORIUM WITH THE AMENDMENT TO INCLUDE THE LANGUAGE THAT STATES IF ANY EXISTING STRUCTURE IS DESTROYED WITHIN THE BOUNDARIES, THAT STRUCTURE IS ABLE TO GO THROUGH THE REGULAR PROCESS ; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Cataldo
	Councilmember Walker
	Councilmember Bryant
	Mayor Stile
NO	Councilemember Rolfson
	Councilmember Guenther

CITY MANAGER

1. City Manager's Report

   Patrick Comiskey, City Manager, provided an update to the Council and mentioned the public meeting regarding Mount Dora Groves property that would be held on Monday, January 10, 2022 at 6:00 p.m. in the Mount Dora Community Building.

CITY ATTORNEY'S REPORT

Ms. Supthen stated there had been no new claims filed.

COMMUNICATIONS AND REPORTS

1. Council Member Cal Rolfson

   Spoke about the Florida League of Cities and stated that starting Monday, January 10, there would be a call in number to listen to the bills that are in the legislative. Councilmember Rolfson mentioned that the league has five policy committees and urged each councilmember to look at their websites and suggested they participate.

2. Council Member Nate Walker

   Spoke on the possibility of having items being placed on the agenda that relates to the Northeast community.

3. Council Member Doug Bryant

   Agreed with Councilmember Walker and suggested those be put on a workshop agenda.

4. Council Member John Cataldo

   Wished everyone a Happy New Year and provided thanks to the staff for all that they do.

5. Council Member Austin Guenther

   Gave thanks to the Police Department and Public Works and stated they are all doing a great job.

6. Vice-Mayor Marc Crail

   Provided thanks to staff and colleagues at the table.

7. Mayor Crissy Stile

   Gave thanks to everyone working well together. Mayor Stile stated that Mr. Comiskey has been wonderful to work with and gave him her thanks. Mayor Stile spoke about the upcoming food drive for Lake Cares Food Pantry.

FUTURE MEETING DATES

1. January 18, 2022, 6:00 PM, Regular Session

2. February 1, 2022, 6:00 PM, Regular Session

3. February 15, 2022, 6:00 PM, Regular Session

4. March 1, 2022, 6:00 PM, Regular Session

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:05 p.m.

_____

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

_____

Jessica Burnham, City Clerk

CITY OF MOUNT DORA, FLORIDA
CRA BOARD
MINUTES

January 4, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chair Crissy Stile called the CRA Governing Board Session of City Council to order at 7:13 in the Mount Dora Council Chambers.

CONSENT AGENDA

1. Request approval of Task Authorization with CPH, Inc., for preparation of construction documents for streetscape repairs and enhancements

   This item was pulled off of consent and placed under action item number one for further discussion.

2. Request approval of Commercial Visual Improvement Program (CVIP) Grant Agreement for 930 N. Donnelly St.

MOTION BY BOARDMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF CONSENT ITEM NUMBER ONE FOR FURTHER DISCUSSION; BOARDMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNAMINOUS VOICE VOTE.

ACTION ITEMS

1. Request approval of Task Authorization with CPH, Inc., for preparation of construction documents for streetscape repairs and enhancements

Adam Sumner, CRA Administrator, provided council with an overview of the agenda item and stated this item is already budgeted in our capital improvement project funds.

Discussion ensued on the location for the streetscape repairs and the size of the grates.

Chair Stile opened public input

No one spoke

Chair Stile closed public input

MOTION BY BOARDMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION WITH CPH, INC., FOR PREPARATION OF CONSTRUCTION DOCUMENTS FOR STREETSCAPE REPAIRS AND ENHANCEMENTS;

BOARDMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Boardmember Rolfson
	Boardmember Walker
	Boardmember Bryant
	Boardmember Cataldo
	Boardmember Guenther
	Vice-Chair Crail
	Chair Stile
NO	None

DISCUSSION ITEMS

OTHER BUSINESS

Chrisinte Harris, resident of Mount Dora, spoke about the upcoming events.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:26 p.m.

_____
Crissy Stile, Chairperson

_____
Jessica Burnham, City Clerk

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for WWTP#2 Odor Control Project (Wharton-Smith)

Introduction:

This is a request for City Council to approve the Task Authorization/Guaranteed Maximum Price (GMP) for the Wastewater Treatment Plant #2 Odor Control Project with Citywide Construction Manager at Risk (CMAR) Wharton-Smith.

Discussion:

The odor control project is part of the WWTP #2 expansion to meet new Wolfbranch area growth. As wastewater flows have slowly increased over the years, the initially installed odor units have struggled to handle the increased load, leading to periodic complaints related to odors. In order to be a good neighbor and address odors now and into the future, a modern odor control system needs to be advanced. The new odor system will be adequately designed to control the current flows and the anticipated buildout of the facility. The existing odor control facility consists of an old-style carbon-based biofilter unit. To mitigate odors, the utility engineer, Kimley-Horn, was asked to provide continuous engineering services for the design of a new odor control system at WWTP No. 2.

The new system will be installed at the headworks facility in place of the old system. The headworks is the odorous part of the plant, as it takes in the raw sewage that produces rotten egg-smelling hydrogen sulfide gas. The new odor system will be a modern odor-reducing bioreactor designed to handle all the odor emanating from the headworks. The engineer also identified that there were uncontrolled odors that are associated with the aeration of the surge tank. There is currently no odor control in this area. The surge tank odor will be resolved by adding recirculated bio-activated sludge. Introducing bio-activated sludge with raw sewage greatly reduces odors. It also benefits the treatment process by establishing the bacteria colonies needed for the wastewater treatment process earlier to create a more reliable treatment system.

City Staff selected Citywide Construction Manager at Risk (CMAR) vendor Wharton-Smith for

this project. Wharton-Smith was approved as a Citywide CMAR vendor pursuant to Resolution No. 2020-24 (see **Attachment 1**). Wharton Smith has years of experience with installing these types of wastewater improvements.

This item is to approve the Task Authorization/Guaranteed Maximum Price (GMP) of the Wastewater Treatment Plant #2 (WWTP#2) Odor Control Project with Wharton-Smith in the total amount of $648,801. This capital project is included in the City's Capital Improvement Plan.

Budget Impact:

The project is budgeted in the FY 2021-22 Capital Improvement Program and has available funds in account 425-5555-563.00-00.

Strategic Impact:

Operate a sustainable wastewater treatment system for the health and well being of the community.

Recommendation City Council approve the Task Authorization/Guaranteed Maximum Price (GMP) for the Wastewater Treatment Plant #2 Odor Control Project with Citywide CMAR Wharton-Smith.

Attachment(s):

1. Attachment 1 - Reso No. 2020-24 (CMAR) Services for Citywide Projects less than $2million
2. 21-014 WWTP#2 Odor Control - Wharton Smith Task Authorization Citywide CMAR.SGS

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Chet Cramer, Project Manager	Approved - 1/25/2022
	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 1/25/2022
	John McKinney, Finance Director	Approved - 1/25/2022
	Sherry Sutphen , City Attorney	Approved - 1/26/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/26/2022
	Jessica Burnham, City Clerk	Approved - 1/26/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

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:

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.

Joseph Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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 / 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:
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

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.

SG 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
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21				-		-	#DIV/0!	-	0.00
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				-		-	#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 Wharton-Smith, 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:
Carlin Dunlop, P.E.

Project Name:
WWTP#2 Odor Control

Project Number:
21-014

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: Josef Grusauskas Signature: _____ Date: 1-26-2022
Reviewed By (if applicable): Print: Chet Cramer Signature: Chet D. Cramer Digitally signed by Chet D. Cramer DN: C=US, E=cramerc@cityofmountdora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer Date: 2022.01.25 08:22:23 -05'00' Date: _____

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: PATRICK HEWITT	**Print Name:** Crissy Stile
Title: EXECUTIVE VICE PRESIDENT	**Title:** Mayor
Signature: _____	**Signature:**
Date: 1/24/22	**Date:**

Exhibit A- Scope of work

No data on this page, see pages that follow

CONSTRUCTION DRAWINGS

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

PREPARED FOR

CITY OF MT DORA

OCTOBER 2021

SHEET INDEX	
SHEET NUMBER	**SHEET NAME**
GENERAL	
G01	COVER PAGE
G02	STANDARD LEGEND AND ABBREVIATIONS
G03	GENERAL NOTES
CIVIL	
C01	YARD PIPING PLAN
MECHANICAL	
M01	EXISTING CONDITIONS AND DEMOLITION PLAN
M02	EXISTING ODOR CONTROL - DEMOLITION ELEVATION
M03	EXISTING ODOR CONTROL - DEMOLITION DETAILS
M04	PROPOSED ODOR CONTROL PLAN
M05	PROPOSED ODOR CONTROL - FRONT VIEW
M06	PROPOSED ODOR CONTROL - DETAILS
M07	EXISTING EQUALIZATION BASIN IMPROVEMENTS
M08	EXISTING RAS PIPING MODIFICATIONS
M09	STANDARD DETAILS

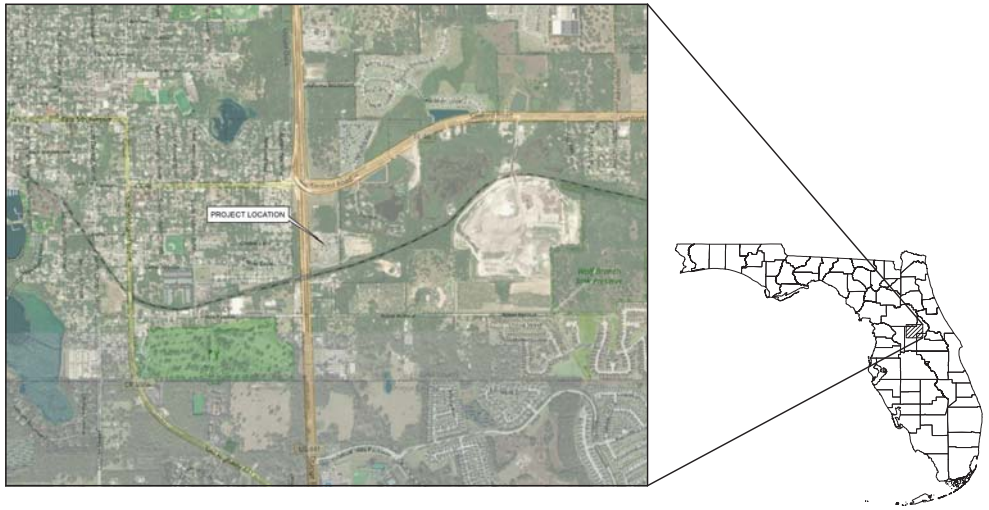
OWNER:

CITY OF MOUNT DORA, FLORIDA
JOE GRUSAUSKAS
UTILITIES AND PLAN OPERATIONS DIRECTOR
1250 NORTH HIGHLAND STREET
MOUNT DORA, FLORIDA 32757
PHONE: 352-735-7151

ENGINEER:

KIMLEY-HORN & ASSOCIATES, INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801

NICOLE E. MCCONNELL, P.E.
DIRECT PHONE: 407-409-7005



PROJECT VICINITY MAP

PREPARED BY

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

90% DESIGN PLANS

No.	Revisions	By	Date

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

LICENSED PROFESSIONAL:
NICOLE E. MCCONNELL, P.E.
FL LICENSE NUMBER 73789
DATE:

KHA PROJECT 148969004
DATE OCTOBER, 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
DRAWN BY: RLL
CHECKED BY: SNP

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

COVER PAGE

SHEET NUMBER
G01

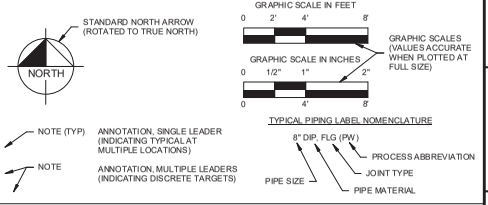
C:\Jobs\Orlando\Orlando\ORL_Utilities\148969 - Mount Dora\004 - WWTF2 Odor Control\BIM\Mt. Dora Odor Control Replacement R2021.rvt

STANDARD ABBREVIATIONS

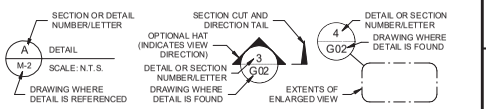
(A)ARV	(AUTOMATIC) AIR RELEASE VALVE	DN	DOWN	LEN	LENGTH	REEW	REUSE EFFLUENT WATER	W/	WITH
A/C	AIR CONDITIONING	DR	DIMENSION RATIO	LF	LINEAR FEET	REF	REFERENCE	W/O	WITHOUT
A/VV	AIR/VACUUM AIR VALVE	DV	DIAPHRAGM VALVE	LHDPE	LINEAR HIGH-DENSITY POLYETHYLENE	REINF	REINFORCE(D)(ING)(MENT)	WAS	WASTE ACTIVATED SLUDGE
AAV	AUTOMATIC AIR VENT	DW	DISINFECTED WATER	LS	LIME SLURRY	REJ	RO REJECT, REJECT	WCO	WALL CLEAN OUT
ABAN	ABANDON(ED)	DWG	DRAWING	LSS	LIME STABILIZED SLUDGE	REQ'D	REQUIRED	WF	WIDE FLANGE
ABFV	ACTUATED BUTTERFLY VALVE	DWV	DRAIN, WASTE, AND VENT	LWL	LOW WATER LEVEL	REW	RETURN EFFLUENT WATER	WH	WALL HYDRANT
ABRSV	ABRASIVE	E	EAST(ING)	MAINT	MAINTAIN OR MAINTENANCE	RJ	RESTRAINED JOINT (BELL)	WM	WATER MAIN
ABS	ACRYLONITRILE BUTADIENE STYRENE	E.F.	EACH FACE	MAN	MANUAL(LY)	RMJ	RESTRAINED MECHANICAL JOINT	WPR	WORKING PRESSURE
AB-xx	AUGER BORING (e.g. AB-1)	E.W.	EACH WAY	MAX	MAXIMUM	RNG	RANGE	WS(P)	WELDED STEEL (PIPE)
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE	EA	EACH	MCC	MOTOR CONTROL CENTER	RO	REVERSE OSMOSIS	WT	WEIGHT
ACCV	AIR CUSHION CHECK VALVE	ECC	ECCENTRIC	ME(S)	MITERED END (SECTION)	ROC	RADIUS OF CURVATURE	WTF	WATER TREATMENT FACILITY
ACP	ASBESTOS CEMENT PIPE	EFF	EFFLUENT	MECH	MECHANICAL	RPM	REVOLUTIONS PER MINUTE	WTP	WATER TREATMENT PLANT
ADH	ADHESIVE	EGO	ELEVATED GEAR OPERATOR	MF	MICROFILTRATION	RPZBP	REDUCED PRESSURE ZONE	WW	WASTEWATER
ADJ	ADJUSTABLE	EJ	EXPANSION JOINT	MFR	MANUFACTURE(R)		BACKFLOW PREVENTER	WWF	WELDED WIRE FABRIC
AFF	ABOVE FINISHED FLOOR	EL(EV)	ELEVATION	MG	MILLION GALLONS	RR	RAILROAD	WWM	WELDED WIRE MESH
AFG	ABOVE FINISHED GRADE	ELAST	ELASTOMERIC	MGD	MILLION GALLONS PER DAY	RS	RAW SEWAGE	WWTF	WASTEWATER TREATMENT FACILITY
AFS	ABOVE FINISHED SLAB	ELL	ELBOW	MH	MANHOLE	RWW	RAW WASTEWATER	WWTP	WASTEWATER TREATMENT PLANT
AG	AMMONIA GAS	EMER	EMERGENCY	MI	MILE(S)	S	SOUTH	XFER	TRANSFER
AIR	AIR PIPE	EOP	EDGE OF PAVEMENT	MIN	MINIMUM	S.F.	SQUARE FOOT	XLHDPE	CROSS LINKED HIGH-DENSITY POLYETHYLENE
AL	ALUMINUM	EPDM	ETHYLENE PROPYLENE DIENE MONOMER	MISC	MISCELLANEOUS	S.I.	SQUARE INCH	YD	YARD(S)
ALT	ALTERNATE	EQUIP	EQUIPMENT	MJ	MECHANICAL JOINT	S.O.	SIDE OPERATED	YH	YARD HYDRANT
AMM	AMMONIATOR	EST	ESTIMATE(D)	ML	MIXED LIQUOR	S.STL	STAINLESS STEEL	YR	YEAR(S)
AOD	ANGLE OF DEFLECTION	EVA	ELECTRIC VALVE ACTUATOR	MPH	MILES PER HOUR	S.Y.	SQUARE YARD		
APPROX	APPROXIMATE	EX(IST)	EXISTING	MRPP	METAL REINFORCED PLASTIC PIPE	SA	SAMPLE LINE		
AS	AMMONIA SOLUTION	EXP	EXPANSION	MTD	MOUNTED	SAN	SANITARY		
ASSY	ASSEMBLY	EXT	EXTERIOR	MV	MOTORIZED VALVE	SB-xx	SOIL BORING (e.g. SB-1)		
B/W	BOTH WAYS	F/F	FACE TO FACE	MW	MANWAY	SCH	SCHEDULE		
BCV	BALL CHECK VALVE	FAB	FABRICATE(D)	MWL	MEAN WATER LEVEL	SCV	SILENT CHECK VALVE		
BF	BLIND FLANGE	FC	FLEXIBLE COUPLING	N	NORTH(ING)	SD	STORM DRAIN		
BFP	BACKFLOW PREVENTER	FCA	FLANGED COUPLING ADAPTER	N.C.	NORMALLY CLOSED	SDR	STANDARD DIMENSION RATIO		
BFV	BUTTERFLY VALVE	FCV	FLOW-CONTROL VALVE	NIC, N.I.C.	NOT IN CONTRACT	SE	SOUTHEAST		
BGO	BURIED GEAR OPERATOR	FD	FLOOR DRAIN	N.O.	NORMALLY OPEN	SEC	SECTION		
BI	BLACK IRON	FE	FILTER(ED) EFFLUENT	N/A	NOT APPLICABLE	SEFF	SECONDARY EFFLUENT		
BIP	BLACK IRON PIPE	FEED	RO FEED	NaOCl	SODIUM HYPOCHLORITE	SF	SQUARE FOOT OR FEET		
BITUM	BITUMINOUS OR BITUMASTIC	FF	FINISH FLOOR	NaOH	SODIUM HYDROXIDE	SHT	SHEET(ED)(ING)		
BLDG	BUILDING	FH	FIRE HYDRANT	NE	NORTHEAST	SI	SCALE INHIBITOR		
BM	BENCH MARK	FIG	FIGURE	NF	NANOFILTRATION	SIM	SIMILAR		
BOC	BACK OF CURB	FIN	FINISH(ED)	NO., #	NUMBER	SL	SLUDGE		
BOS	BOTTOM OF SLAB	FL	FLUORIDE	NOM	NOMINAL	SLV	SLEEVE		
BOT	BOTTOM	FLEX	FLEXIBLE	NPT	NATIONAL PIPE TAPER	SM	SHEET METAL		
BSP	BLACK STEEL PIPE	FLG	FLANGE(D)	NPW	NON-POTABLE WATER	SOL	SOLUTION		
BTWN	BETWEEN	FLR	FLOOR	NSFC	NOT SHOWN FOR CLARITY	SP	SOIL PIPE		
BV	BALL VALVE	FM	FORCE MAIN	NTS,N.T.S.	NOT TO SCALE	SPEC(S)	SPECIFICATION(S)		
BW	BUTT WELD	FO(L)(C)	FIBER OPTIC (LINE)(CONDUIT)	NW	NORTHWEST	SPT-xx	STANDARD PENETRATION		
BWS	BACKWASH SUPPLY	FPM	FEET PER MINUTE	O&M	OPERATION AND MAINTENANCE		TEST BORING (e.g. SPT-1)		
BWW	BACKWASH WATER	FPS	FEET PER SECOND	O.C.	ON CENTERS	SQ	SQUARE		
B-xx	BORING (e.g. B-1)	FRP	FIBERGLASS REINFORCED PLASTIC	O/E	OR EQUAL	SS	SANITARY SEWER		
C&G	CURB AND GUTTER	FT	FOOT OR FEET	O/O	OUTSIDE TO OUTSIDE	SSE	SUBSTANDARD EFFLUENT		
C.F.	CUBIC FOOT	FV	FOOT VALVE	O2	OXYGEN	ST	SAMPLE TAP		
C.I.	CUBIC INCH	FW	FINISHED WATER	OD	OUTSIDE DIAMETER	STA	STATION		
C.Y.	CUBIC YARD	GA	GAUGE	OF	OUTSIDE FACE	STD	STANDARD		
C/C	CENTER TO CENTER	GAL	GALLON(S)	OFF	OFFSET	STL	STEEL		
CA	COMPRESSED AIR	GALV	GALVANIZED	OH	OVER HEAD	STORM	STORMWATER		
CaCL2	CALCIUM CHLORIDE	GBW	GAC BACKWASH	OP	ORIFICE PLATE	STR	STRAIGHT		
CAP	CAPACITY	GE	GROOVED END	OPER	OPERATOR	SUP	SUPERNATANT		
CATV	CABLE TELEVISION	GEN	GENERATOR	OPP	OPPOSITE	SV	SOLENOID VALVE		
CAV	COMBINATION AIR VALVE	GIP	GALVANIZED IRON PIPE	OPT	OPTION(AL)	SVC	SERVICE		
CBP	CHLORINE BOOSTER PUMP	GJ	GROOVE JOINT	OVF	OVERFLOW	SVW	SERVICE WATER		
CCC	CHLORINE CONTACT CHAMBER	GND	GROUND	P/L	PROPERTY LINE	SW	SOUTHWEST		
CE	CHLORINATED EFFLUENT	GO	GEAR OPERATED	PA	PROCESS AIR	SWD	SIDEWATER DEPTH		
CFM	CUBIC FEET PER MINUTE	GPD	GALLONS PER DAY	PBV	PLASTIC BALL VALVE	SYM	SYMBOL		
CFS	CUBIC FEET PER SECOND	GPH	GALLONS PER HOUR	PC	POINT OF CURVE	SYMM	SYMMETRICAL		
CI	CAST IRON	GPM	GALLONS PER MINUTE	PE	PLAIN END	T&B	TOP AND BOTTOM		
CIN	CORROSION INHIBITOR	GPS	GALLONS PER SECOND	PEP	POLYETHYLENE PIPE	T.O.C.	TOP OF CONCRETE		
CIPF	CLEAN-IN-PLACE FILL	GR	GRADE	PERM	PERMEATE	T.O.S.	TOP OF SLAB		
CIPR-S	CLEAN-IN-PLACE RETURN or SUPPLY	GS	GALVANIZED STEEL	PG	PRESSURE GAUGE	T.S.	TAPPING SLEEVE		
CISP	CAST IRON SOIL PIPE	GSP	GALVANIZED STEEL PIPE	PGL	PROPOSED GRADE LINE	T.V.	TAPPING VALVE		
CJ	CONSTRUCTION JOINT	GSR	GROUND STORAGE RESERVOIR	PJ	PUSH-ON JOINT	TAN	TANGENT		
CL, ℄	CENTER LINE	GST	GROUND STORAGE TANK	PLC	PROGRAMMABLE LOGIC CONTROLLER	TBM	TEMPORARY BENCH MARK		
CL2	CHLORINE GAS	GV	GATE VALVE	PM	PROCESS MECHANICAL	TB-xx	TEST BORING-xx (e.g. TB-1)		
CLF	CHAIN LINK FENCE	HB	HOSE BIBB	PNV	PINCH VALVE	TDH	TOTAL DYNAMIC HEAD		
CLR	CLEAR(ANCE)	HD	HEAVY-DUTY	POB	POINT OF BEGINNING	TEL	TELEPHONE		
CMP	CORRUGATED METAL PIPE	HDD	HORIZ. DIRECTIONAL DRILL	POI	POINT OF INTERSECTION	TEMP	TEMPORARY		
CMPA	CORRUGATED METAL PIPE ARCH	HDPE	HIGH-DENSITY POLYETHYLENE	POJ	PUSH-ON JOINT	TH	TEST HOLE		
CO	CLEAN OUT	HFA	HYDROFLUOSILICIC ACID	POL	POLYMER	THD	THREAD(ED)		
CO2	CARBON DIOXIDE	HFCA	HARNESSED FLANGED COUPLING ADAPTER	PPD	POUNDS PER DAY	THK	THICK(NESS)		
COAG	COAGULANT	HORIZ	HORIZONTAL	PPM	PARTS PER MILLION	TJ	TIED JOINT		
CONC	CONCENTRATE	HP	HORSEPOWER	PREFAB	PREFABRICATED	T/B	TOP OF BANK		
CONN	CONNECTION	HPA	HIGH PRESSURE AIR	PRES	PRESSURE	T/C	TOP OF CURB		
CONSTR	CONSTRUCT(ION)	HR	HOUR	PROP	PROPOSED	T/S	TOE OF SLOPE		
CONT	CONTINUATION	HSP	HIGH SERVICE PUMP	PRV	PRESSURE REDUCING VALVE	TS	THICKENED SLUDGE		
COP	COPPER PIPE	HT	HEIGHT	PRW	PROCESS WATER	TV	TELEVISION		
CP	CONCRETE PIPE	HVA	HYDRAULIC VALVE ACTUATOR	PSF	POUNDS PER SQUARE FOOT	TWP	TOWNSHIP		
CPA	CONCRETE PIPE ARCH	HVAC	HEATING, VENTILATION, AND AIR CONDITIONING	PSI	POUNDS PER SQUARE INCH	TYP	TYPICAL		
CPLG	COUPLING	HW	HOT WATER	PT	POINT OF TANGENCY	UD	UNDERDRAIN		
CPP	CONCRETE PRESSURE PIPE	HWL	HIGH WATER LEVEL	PV	PLUG VALVE	UG	UNDERGROUND		
CPVC	CHLORINATED POLYVINYL CHLORIDE	HYD	HYDRAULIC	PVC	POLYVINYL CHLORIDE	UGE	UNDERGROUND ELECTRIC		
CR	CONCENTRIC REDUCER	ID	INSIDE DIAMETER	PVC-D	POLYVINYLCHLORIDE (DOUBLE CONTAINED)	UON	UNLESS OTHERWISE NOTED		
CS	CHLORINE SOLUTION	IMLR	INTERNAL MIXED LIQUOR RETURN	PVDF	POLYVINYLIDENE FLUORIDE (KYNAR)	UTC	UNDERGROUND TELEPHONE CABLE		
CV	CHECK VALVE	IN	INCH(ES)	PVMT	PAVEMENT	UTIL	UTILITY		
CYL	CYLINDER	INF	INFLUENT	PW	POTABLE WATER	UV	ULTRAVIOLET		
D	DRAIN	INV	INVERT	Q	FLOW	VAC	VACUUM		
DEG	DEGREE	IP	IRON PIPE	QTY	QUANTITY	VAR	VARIES		
DEMO	DEMOLITION	IPS	INTERNATIONAL PIPE STANDARD	R,RT	RIGHT	VB	VALVE BOX		
DF	DIESEL FUEL	IR	INTERNAL RECYCLE	R/W, R.O.W.	RIGHT OF WAY	VC	VERTICAL CURVE		
DI	DUCTILE IRON	IW	IRRIGATION WATER	RAD., R.	RADIUS	VCP	VITRIFIED CLAY PIPE		
DIA, ⌀	DIAMETER	JB	JUNCTION BOX	RAS	RETURN ACTIVATED SLUDGE	VEL	VELOCITY		
DIAG.	DIAGONAL	JT	JOINT	RAW	RAW WATER	VERT	VERTICAL		
DIM	DIMENSION	KGV	KNIFE GATE VALVE	RCB	REINFORCED CONCRETE BOX	VFD	VARIABLE FREQUENCY DRIVE		
DIP	DUCTILE IRON PIPE	L,LT	LEFT	RCP	REINFORCED CONCRETE PIPE	VOL	VOLUME		
DIR	DIRECTION	LAB	LABORATORY	RCPA	REINFORCED CONCRETE PIPE ARCH	VTR	VENT THROUGH ROOF		
DISCH	DISCHARGE	LAM	LAMINATE OR LAMINATION	RCW, RW	RECLAIMED WATER	W	WEST		
DJ	DISMANTLING JOINT	LAT	LATERAL	REBAR	REINFORCING STEEL	W.L.	WATER LEVEL		
DMH	DROP MANHOLE	LB(S)	POUND(S)	RED	REDUCER	W.P.	WALL PIPE (WITH WATER STOP)		

NOTE:
THIS LEGEND IS FOR GENERAL REFERENCE. NOT ALL ABBREVIATIONS, SYMBOLS, PROCESSES, MATERIALS, OR FITTINGS MAY BE USED IN THIS DESIGN, NOR IS THIS LEGEND COMPREHENSIVE. REFER TO INDIVIDUAL DRAWING LEGEND(S) IF SYMBOLS ARE NOT LISTED. INDIVIDUAL DISCIPLINE STANDARD LEGENDS SUPERCEDE THIS GENERAL LEGEND, IF PROVIDED.

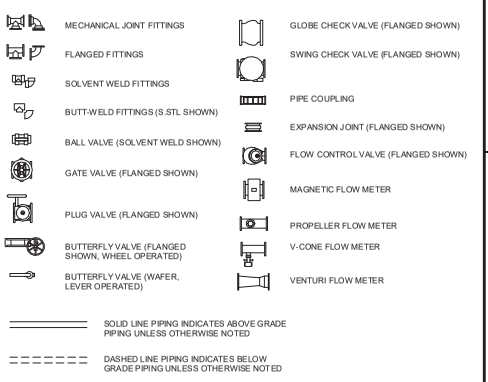
DRAFTING LEGEND



DETAIL/SECTION REFERENCES



PROCESS PIPING LEGEND (DOUBLE-LINE OR 3D)



90% DESIGN PLANS

No.	Revisions	By	Date

Kimley»Horn

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LICENSED PROFESSIONAL:
NICOLE E. MCCONNELL, P.E.
FL LICENSE NUMBER 73789
DATE:

KHA PROJECT 148969004
DATE OCTOBER 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
DRAWN BY: RLL
CHECKED BY: SNP

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

STANDARD LEGEND AND ABBREVIATIONS

SHEET NUMBER
G02

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GENERAL PROJECT DATA

FOR IDENTIFICATION OF CONTRACTUAL AGREEMENTS, THIS SET OF DRAWINGS IS DATED AUGUST 2021. ANY REVISIONS THEREAFTER WILL BE NOTED AND DATED ON THE AFFECTED DRAWING(S).

EXISTING UTILITY LOCATION

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS TO THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED. ANY COST, DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. A SINGLE POINT UTILITY LOCATION SERVICE HAS BEEN SET UP FOR PARTICIPATING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT NON-PARTICIPATING UTILITIES SEPARATELY FOR THEIR FIELD LOCATION OF FACILITIES. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL REGULATORY AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS.

QUALITY CONTROL TESTING REQUIREMENTS

ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR, COUNTY, AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND ENGINEER. NO TESTING TO BE SCHEDULED ON MONDAY OR FRIDAY.

SHOP DRAWINGS

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

EARTHWORK EARTHWORK QUANTITIES

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS. EXCESS CLEAN FILL CAN BE DISPOSED ON SITE.

EROSION CONTROL

EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS, AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

WETLAND PROTECTION

THE LIMITS OF THE ON-SITE WETLANDS HAVE BEEN PROVIDED TO THE CONTRACTOR ON THE CONSTRUCTION PLANS OR ON PERMIT MATERIALS. THE WETLANDS AREAS ARE TO BE PROTECTED FROM DISTURBANCE AT ALL TIMES. CONTRACTOR SHALL PROVIDE EROSION, SILTATION, AND DIVERSION MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN A COPY OF EACH PERMIT RELATING TO WETLANDS AND ADHERE TO ALL PROVISIONS AND CONDITIONS THERETO.

LIMITS OF DISTURBANCE

AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

TREE REMOVAL

THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED. NO TREES SHOWN ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND ENGINEER.

CLEARING AND GRUBBING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. SEE PLANS FOR LIMITS OF CLEARING AND GRUBBING. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.

MATERIAL STORAGE / DEBRIS REMOVAL

ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FILL MATERIALS.

FILL MATERIAL

ALL FILL MATERIALS SHALL NOT CONTAIN MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE.

COMPACTION

FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL FOR THE AFFECTED WORK.

MATERIALS

SANITARY SEWER FORCE MAIN SHALL BE POLYVINYL CHLORIDE PLASTIC PIPE (PVC) AND SHALL CONFORM TO ASTM D2241 PLASTIC PIPE (SDR PR & CLASS T), ASTM 1784, TYPE I, 2000 PSI DESIGN STRESS. THE PIPE SHALL BE ANSI/AWWA C900, WITH MARKINGS ON EACH SECTION SHOWING CONFORMANCE WITH THE ABOVE SPECIFICATION. JOINTS SHALL BE ELASTOMERIC RUBBER GASKETED CONFORMING TO ASTM D3139 DR 18 PIPE. FITTINGS FOR FORCE MAIN SHALL BE MECHANICAL JOINT, DUCTILE IRON CONFORMING TO ANSI/AWWA C110/A21.10 350 PSI MINIMUM PRESSURE RATING. FITTINGS SHALL BE POLYETHYLENE LINED (MIN. 30 MILS CONFORMING TO ASTM D-1248). ALL PLUGS, CAPS, TEES, VALVES, BENDS, ETC., SHALL BE RESTRAINED JOINTS OR THRUST BLOCKED (RESTRAINED JOINT PREFERED) PER DETAILS ON UTILITY SHEETS. THREE FOOT MINIMUM COVER OVER FORCE MAIN. STANDARD PLUG VALVES SHALL BE MANUFACTURED BY DEZURIK CORP., PRATT, DRESSER, HOMESTEAD INDUSTRIES, OR APPROVED EQUAL. VALVES SHALL BE FURNISHED WITH A REPLACEABLE CHEVRON PACKING, CAPABLE OF BEING REPACKED WITH THE LINE UNDER PRESSURE. VALVES 4 INCHES IN DIAMETER AND SMALLER SHALL BE WRENCH NUT OPERATED. VALVES LARGER THAN 4 INCHES SHALL BE WORM GEAR OPERATED, EXCEPT WHERE AUTOMATIC OPERATION IS SPECIFIED. AIR RELEASE VALVE DESIGNED FOR SEWAGE SERVICE SHALL BE INSTALLED IN THE TOPS OF PIPES AS INDICATED ON THE DRAWINGS. VALVES SHALL BE DESIGNED TO PERMIT MANUAL RELEASE OF AIR FROM AN EMPTY PIPE DURING FILLING AND SHALL BE CAPABLE OF DISCHARGING ACCUMULATED AIR IN THE LINE WHILE THE LINE IS IN OPERATION AND UNDER PRESSURE. VALVES SHALL BE CAPABLE OF WITHSTANDING OPERATING PRESSURES OF 50 PSI. VALVES SHALL BE VENTED TO THE ATMOSPHERE. THE VALVES SHALL BE VALMATIC, OR APPROVED EQUAL. CHECK VALVES SHALL BE OF THE WEIGHT AND LEVER TYPE, RESILIENT DISK, GRAY IRON, BRONZE TRIM, HORIZONTAL MOUNTED. VALVES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C508 WITH FLANGED CONNECTIONS. VALVES SHALL HAVE A WORKING PRESSURE OF 200 PSI FOR VALVES 2"-12". VALVES SHALL BE DEZURIK, MUELLER, OR APPROVED EQUAL.

CONSTRUCTION METHODS

TRENCHING SHALL BE IN ACCORDANCE WITH THE TRENCHING DETAILS PROVIDED ON THE CONSTRUCTION PLANS. COMPACTED BACKFILL FOR ALL PIPE SHALL BE TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 FOR UNDER ROADWAYS. OTHER COMPACTION OF BACKFILL SHALL BE TO THE 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. INSTALLATION OF THE SANITARY SEWER FORCE MAIN SHALL BE IN CONFORMANCE WITH ASTM D2774-72 (LATEST EDITION). MINIMUM COVER OVER ALL PIPES SHALL BE 36" FROM TOP OF PIPE TO FINISHED GRADE. SEE PLAN AND PROFILE SHEETS FOR REQUIRED DEPTH. THE FORCE MAIN SHALL BE INSTALLED AS NOTED ON THE PLANS. WHERE APPLICABLE, A LATERAL SEPARATION OF AT LEAST 10' SHALL BE MAINTAINED BETWEEN WATER AND SEWER LINES. WHEN WATER AND SEWER LINES CROSS WITH LESS THAN AN 18" VERTICAL SEPARATION, THE PVC SEWER LINE SHALL BE ENCASED IN CONCRETE OR DUCTILE IRON PIPE USED IN LIEU OF PVC PIPE FOR A DISTANCE OF 10' EITHER SIDE OF THE CROSSING. ALL PLUGS, CAPS, TEES, BENDS, VALVES, ETC., SHALL BE PROVIDED WITH RESTRAINED JOINTS OR THRUST BLOCKS (RESTRAINED JOINTS PREFERRED) PER UTILITY DETAIL SHEET. GREEN MAGNETIC INDICATOR TAPE SHALL BE BURIED IN THE FORCE MAIN TRENCH 18" DIRECTLY ABOVE THE FORCE MAIN. A CONTINUOUS COPPER DETECTOR WIRE SHALL BE ATTACHED TO THE PIPE AND VALVES AS SHOWN ON THE UTILITY SHEETS. CONNECTIONS TO MANHOLE WITH FORCE MAINS SHALL BE MADE BY CORE BORE AND LINK SEAL OR OTHER APPROVED CONNECTION. CONNECTIONS SHALL BE MADE WATERTIGHT AND BE INSTALLED ACCORDING TO THE MANUFACTURERS' RECOMMENDATIONS.

AS-BUILT DRAWINGS

THE CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL "AS-BUILT" INFORMATION RELATIVE TO ALL CONSTRUCTED UTILITIES AND STRUCTURES. AS-BUILT INFORMATION FOR THE FORCE MAIN SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

1. LOCATION OF ALL VALVES, FITTINGS, ETC.
2. LOCATION OF THE FORCE MAIN TIED HORIZONTALLY TO THE BACK OF CURB OR EDGE OF PAVEMENT.
3. CERTIFICATION AS TO THE SYSTEM MEETING THE MINIMUM COVER REQUIREMENTS.
4. HORIZONTAL AND VERTICAL DATA FOR ANY CONSTRUCTION WHICH DEVIATES FROM THE APPROVED ENGINEERING DRAWINGS.

FIRE CODES

FIRE CODES MUST MEET STANDARDS NFPA 1 AND NFPA 101, 2015 SIXTH EDITION. THE PROPOSED BUILDINGS WILL NOT HAVE A FIRE SPRINKLER SYSTEM. ALL BUILDINGS ARE WITHIN A 300 FT RADIUS FROM THE PROPOSED FIRE HYDRANT. THE PROPOSED BUILDINGS WILL NOT BE OCCUPIED DUE TO THEIR USE OF INDUSTRIAL/MECHANICAL AND STORAGE.

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No.	Revisions	By	Date

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PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT 148969004
DATE OCTOBER 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
DRAWN BY: RLL
CHECKED BY: SNP

LICENSED PROFESSIONAL:
NICOLE E. MCCONNELL, P.E.
FL LICENSE NUMBER 73789
DATE:

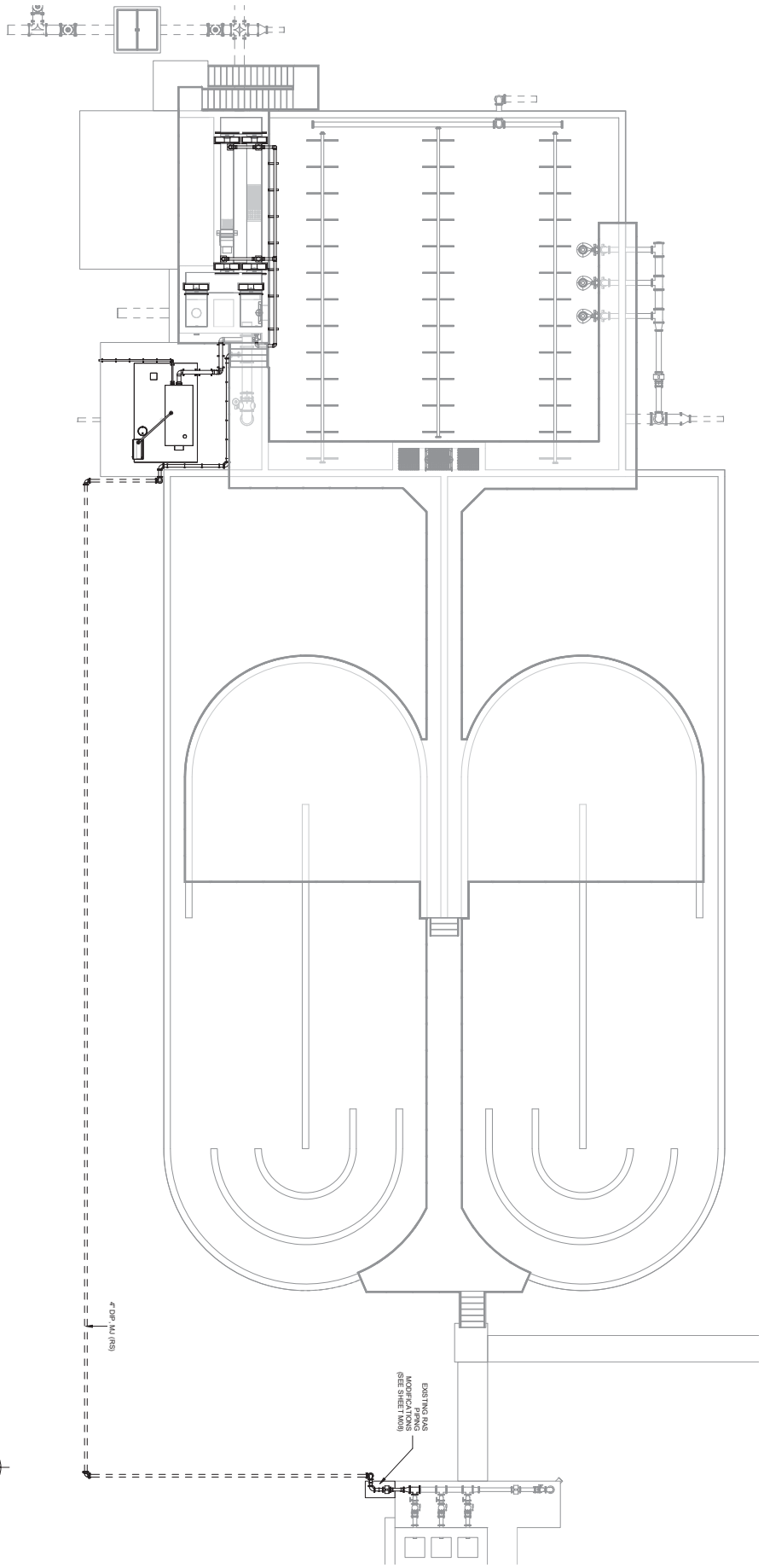
WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

GENERAL NOTES

SHEET NUMBER
G03

C:\Jobs\Orlando\Kimley-Horn\ORL_Utilities\148969 - Mount Dora\004 - WWTF2 Odor Control\BIM\Mt. Dora Odor Control Replacement R2021.rvt

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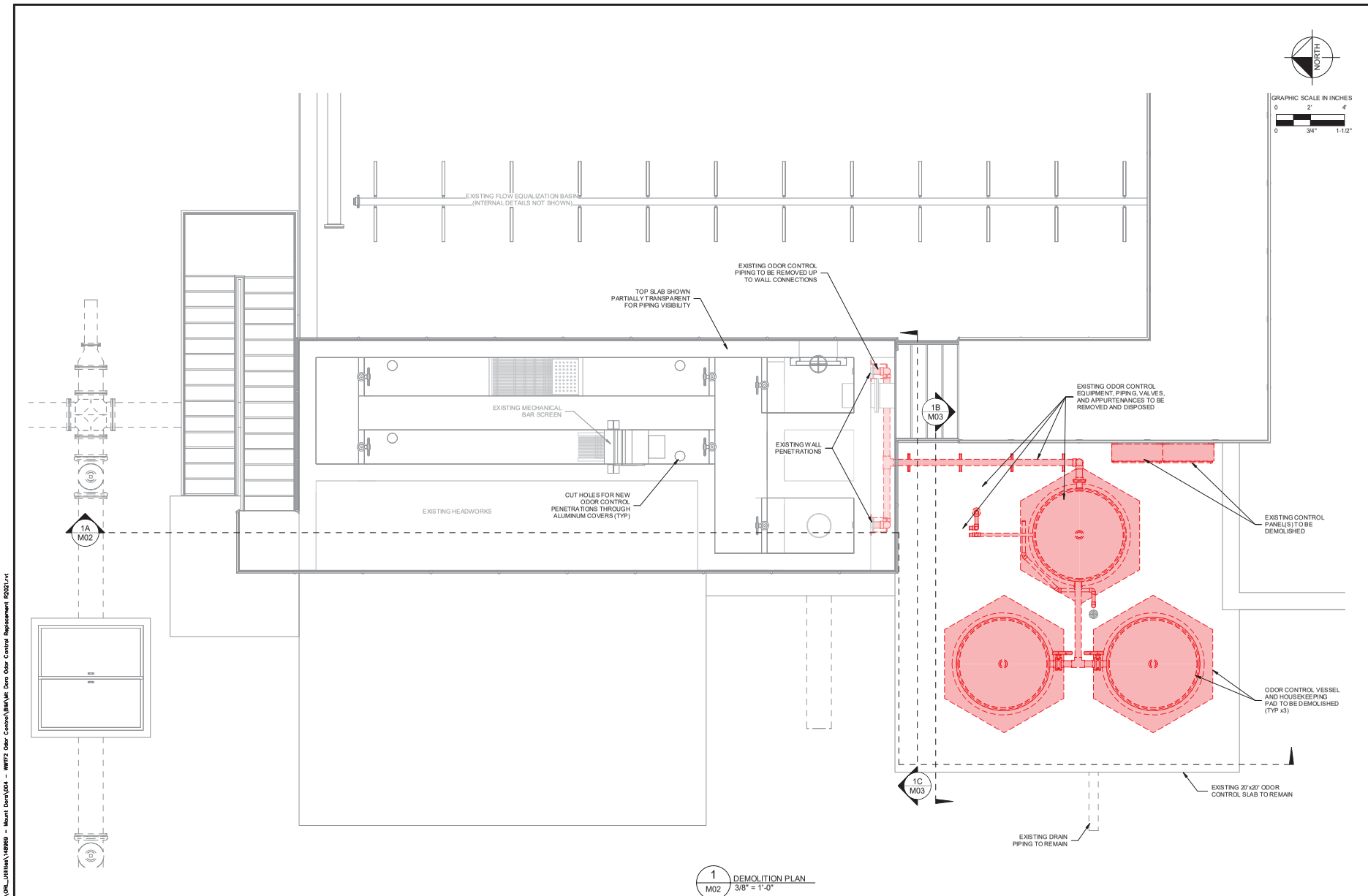
1 M02 PROPOSED RAS TRANSFER PIPING
1/8" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 8" 16"

NORTH

90% DESIGN PLANS

SHEET NUMBER C01	YARD PIPING PLAN	WWTF NO. 2 ODOR CONTROL IMPROVEMENTS PREPARED FOR CITY OF MT DORA	KHA PROJECT 148969004 DATE OCTOBER 2021 SCALE: AS SHOWN DESIGNED BY: NEM DRAWN BY: RLL CHECKED BY: SNR	LICENSED PROFESSIONAL: NICOLE E. MCCONNELL, P.E. FL LICENSE NUMBER 73789 DATE:	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	No. / Revisions / By / Date



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KHA PROJECT 148969004
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DRAWN BY: RLL
CHECKED BY: SNP

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

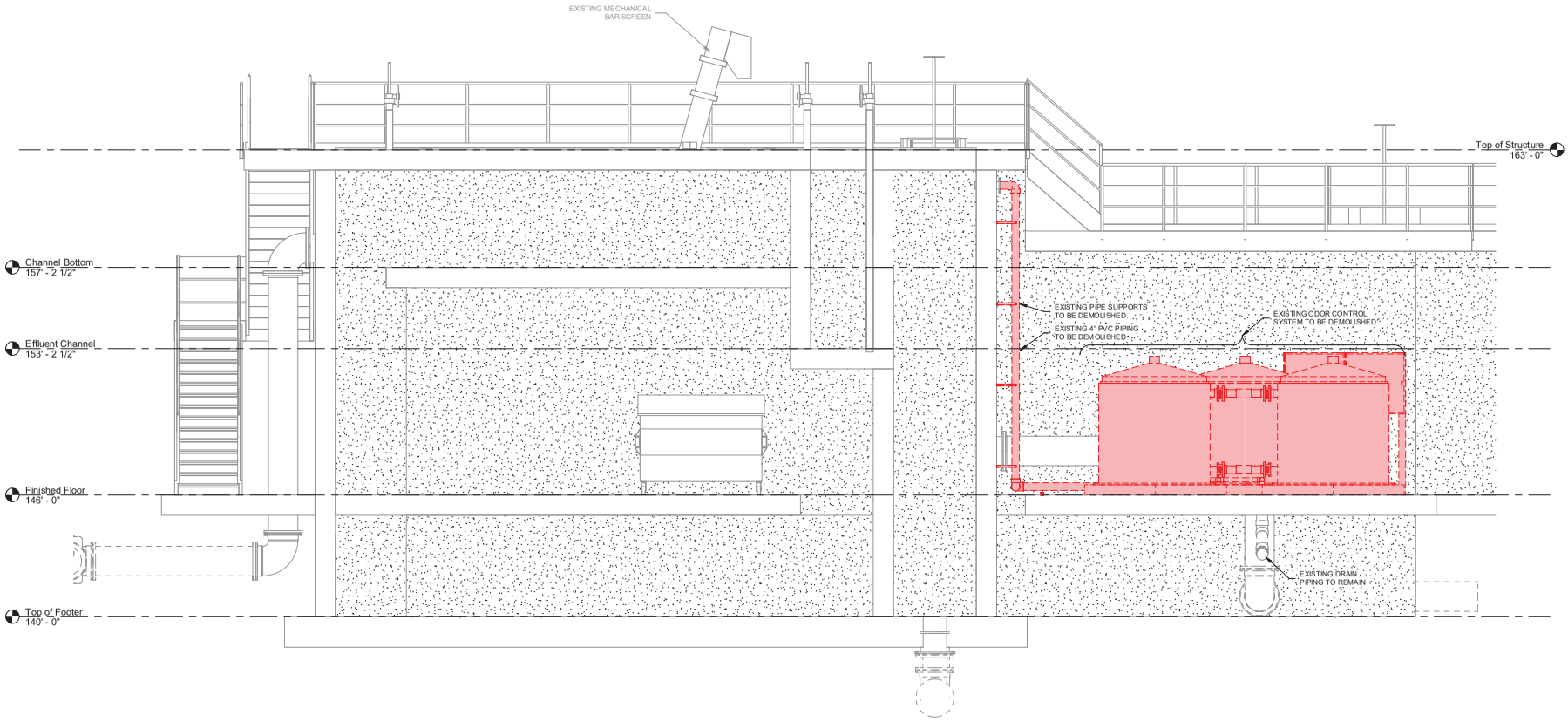
PREPARED FOR

CITY OF MT DORA

EXISTING CONDITIONS AND DEMOLITION PLAN

SHEET NUMBER
M01

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1A / M01 FRONT VIEW - EXISTING
3/8" = 1'-0"

GRAPHIC SCALE IN INCHES
0 2' 4'
0 3/4" 1-1/2"

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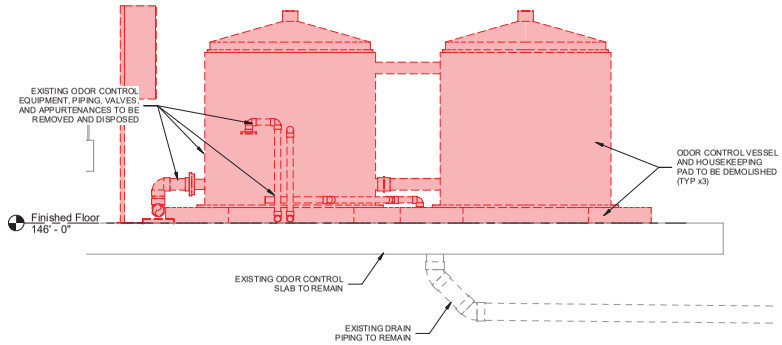
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WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

EXISTING ODOR CONTROL - DEMOLITION ELEVATION

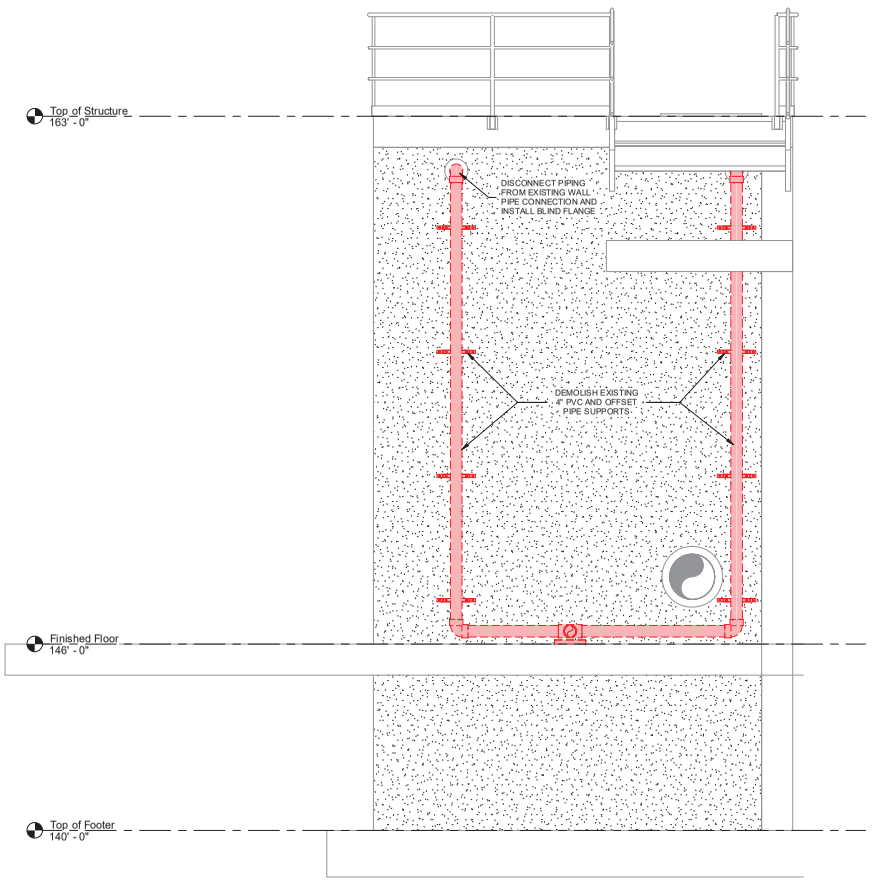
SHEET NUMBER
M02

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1B / M01 EXISTING ODOR CONTROL DEMOLITION DETAIL - ELEVATION
1/2" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 2' 4'



1C / M01 ODOR CONTROL PIPING DEMOLITION DETAIL - ELEVATION
1/2" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 2' 4'

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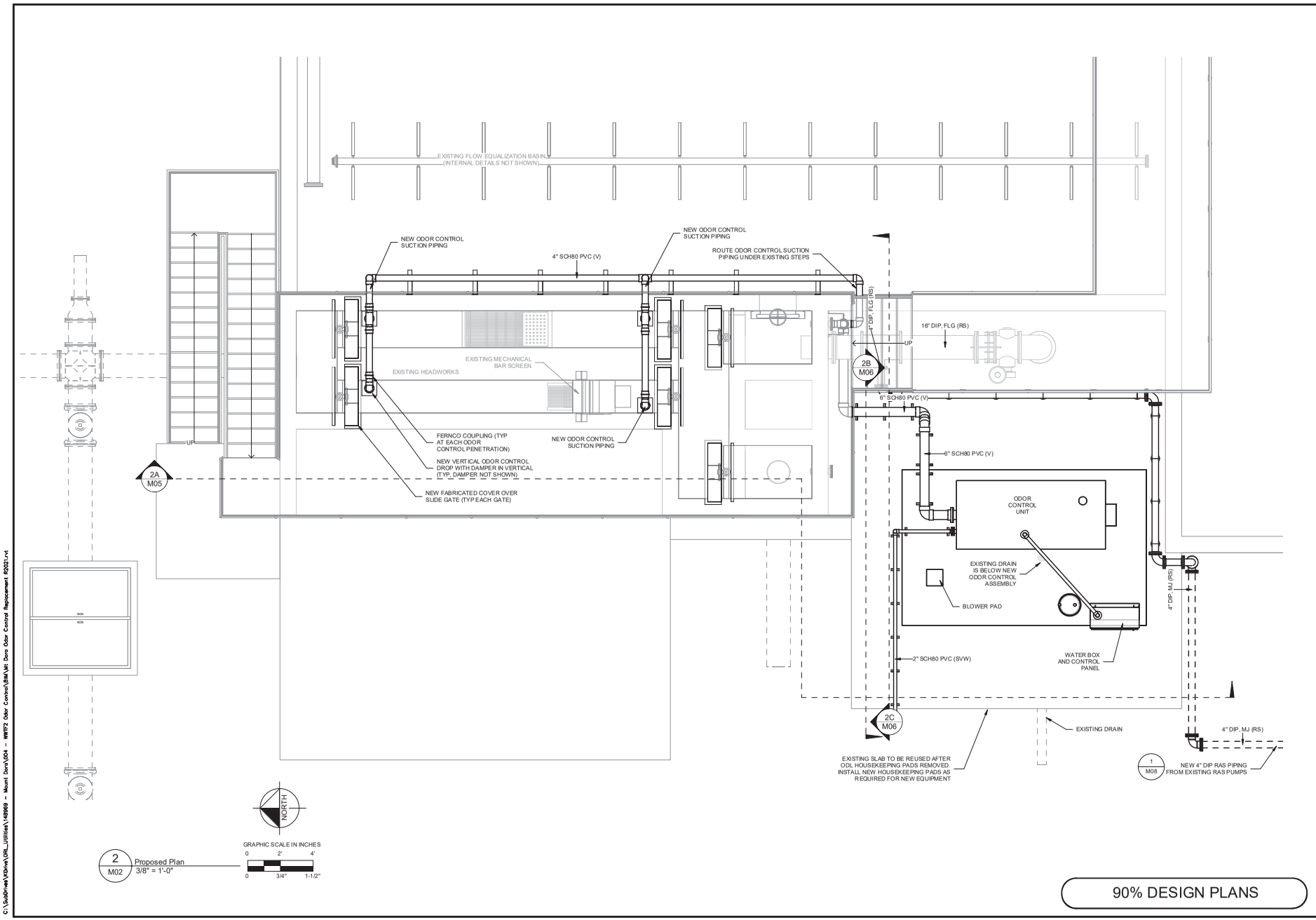
KHA PROJECT 148969004
DATE OCTOBER, 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
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CHECKED BY: SNP

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

EXISTING ODOR CONTROL - DEMOLITION DETAILS

SHEET NUMBER
M03

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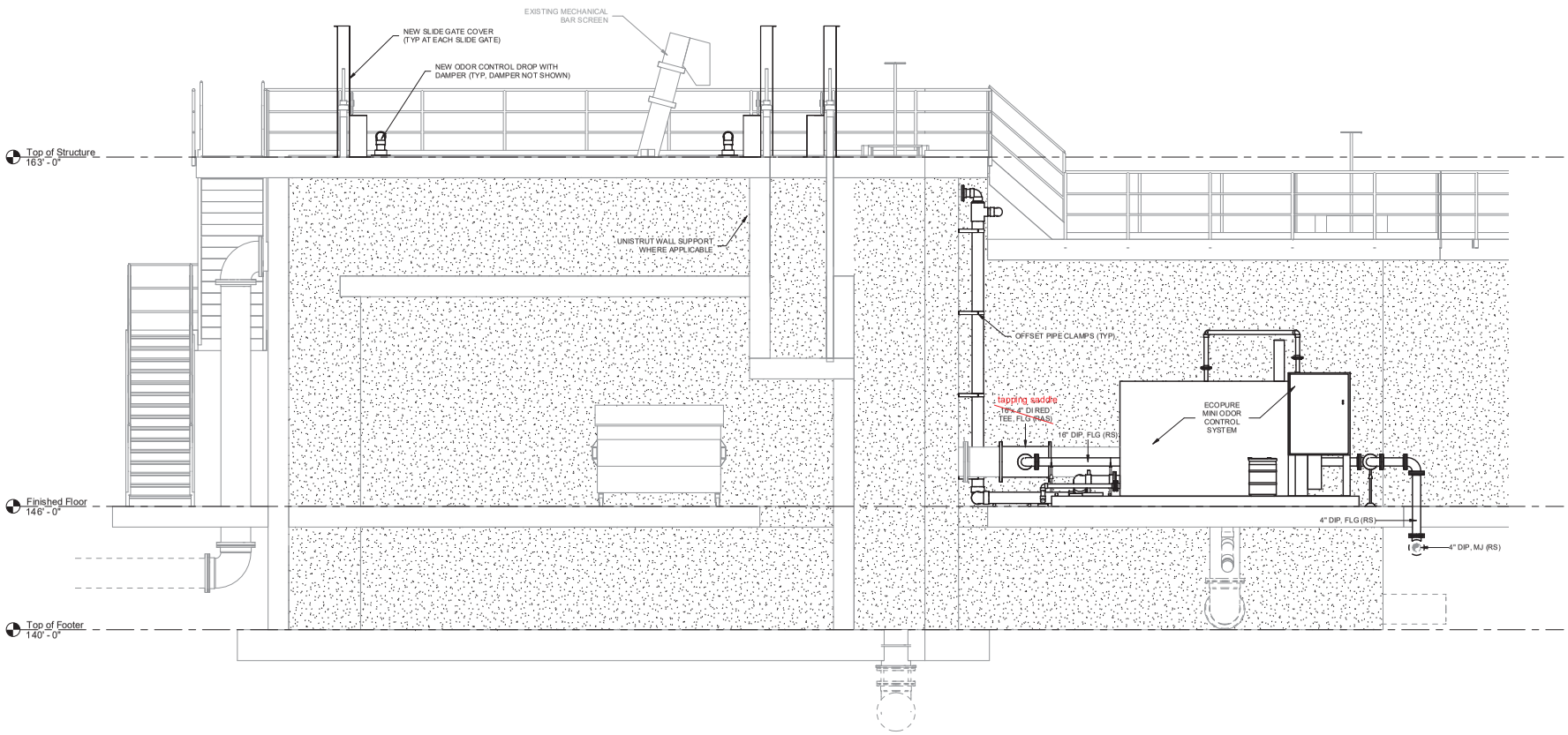
KHA PROJECT 148969004
DATE OCTOBER, 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
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WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
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PROPOSED ODOR CONTROL PLAN

SHEET NUMBER
M04

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2A / M04 FRONT VIEW - PROPOSED
3/8" = 1'-0"

GRAPHIC SCALE IN INCHES
0 2 4'
0 3/4" 1-1/2"

90% DESIGN PLANS

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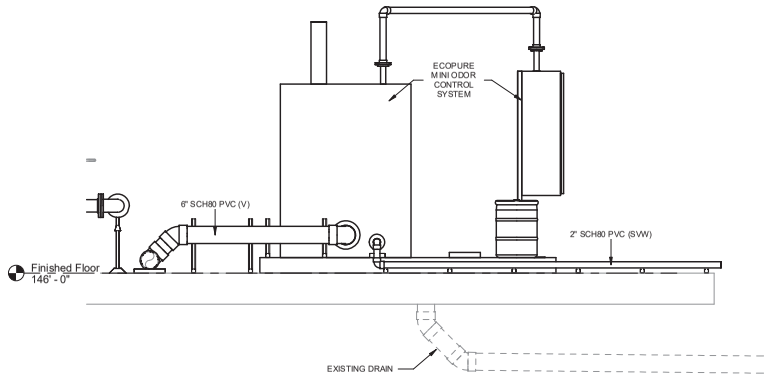
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DATE OCTOBER, 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
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WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
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CITY OF MT DORA

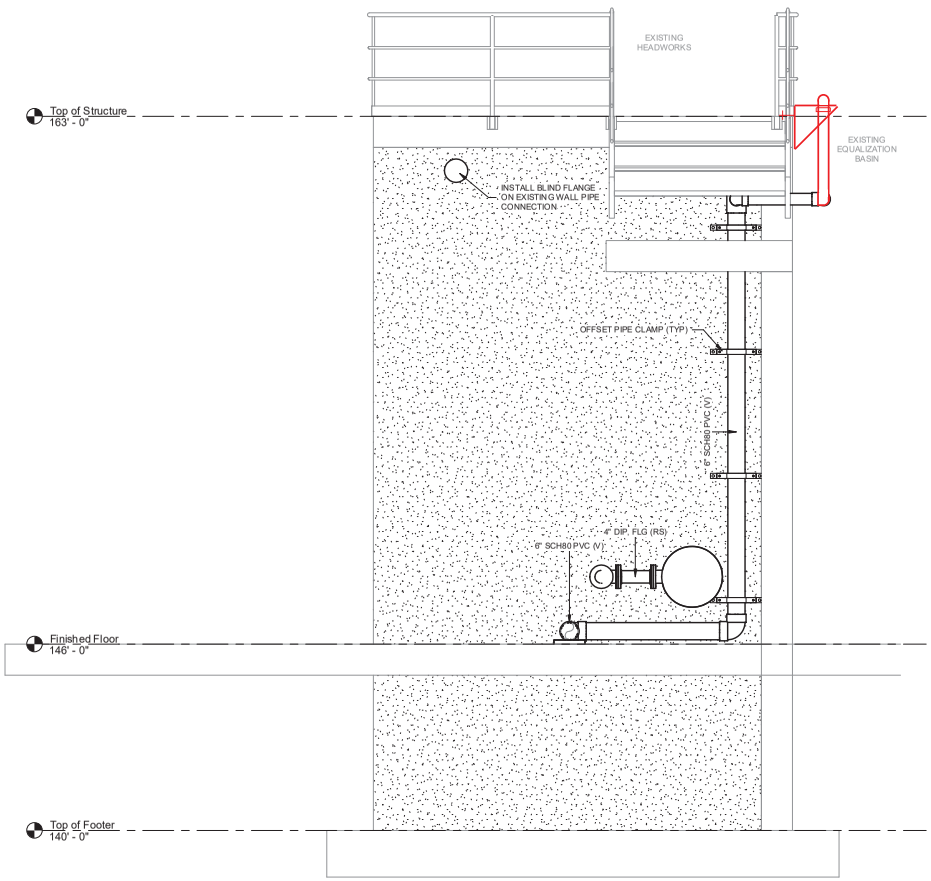
PROPOSED ODOR CONTROL - FRONT VIEW

SHEET NUMBER
M05



2B M04 PROPOSED ODOR CONTROL SYSTEM DETAIL - ELEVATION
1/2" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 2' 4'



2C M04 PROPOSED ODOR CONTROL PIPING DETAIL - ELEVATION
1/2" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 2' 4'

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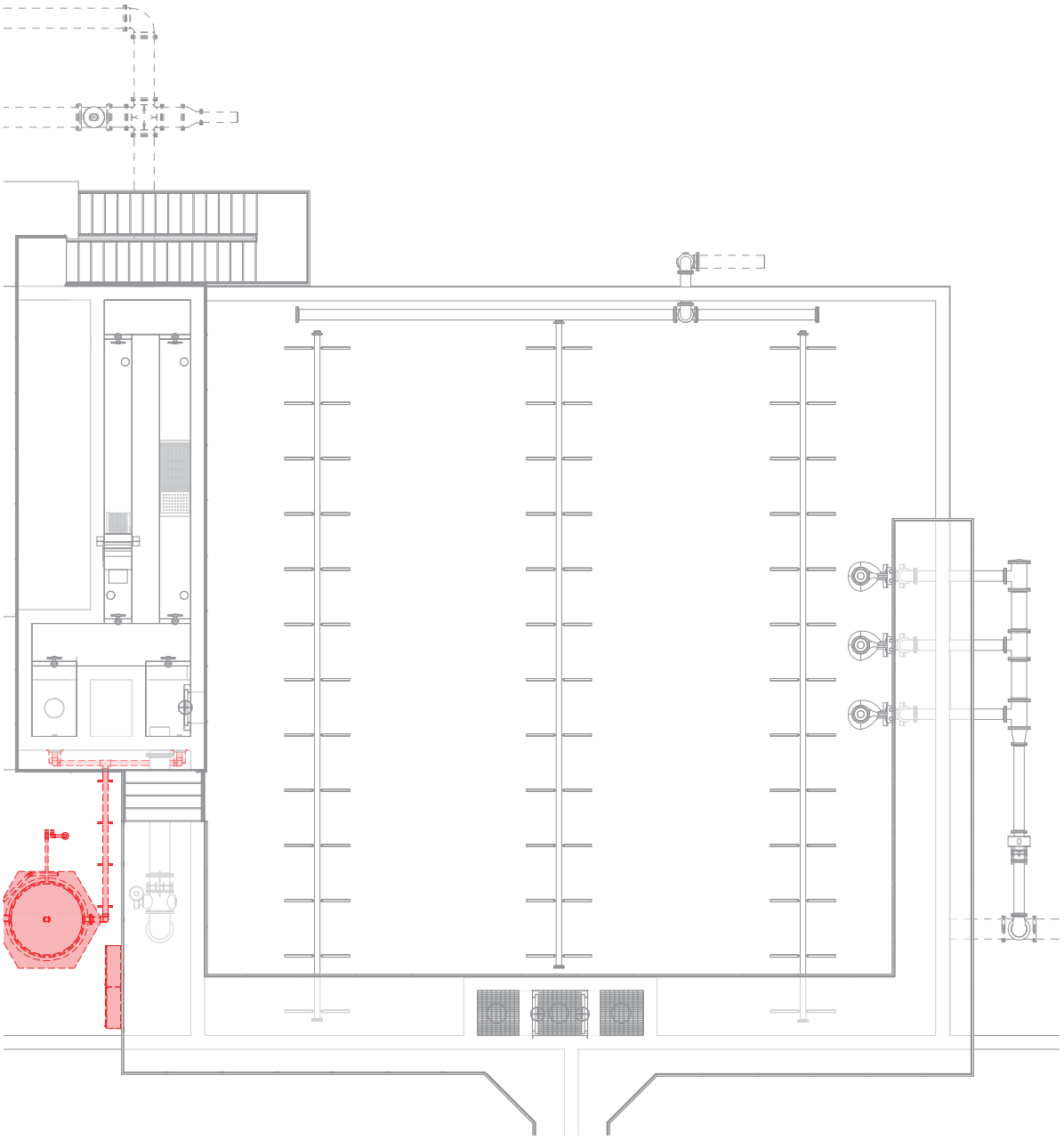
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PROPOSED ODOR CONTROL - DETAILS

SHEET NUMBER
M06

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3 M02 EXISTING EQUALIZATION BASIN PLAN
1/4" = 1'-0"

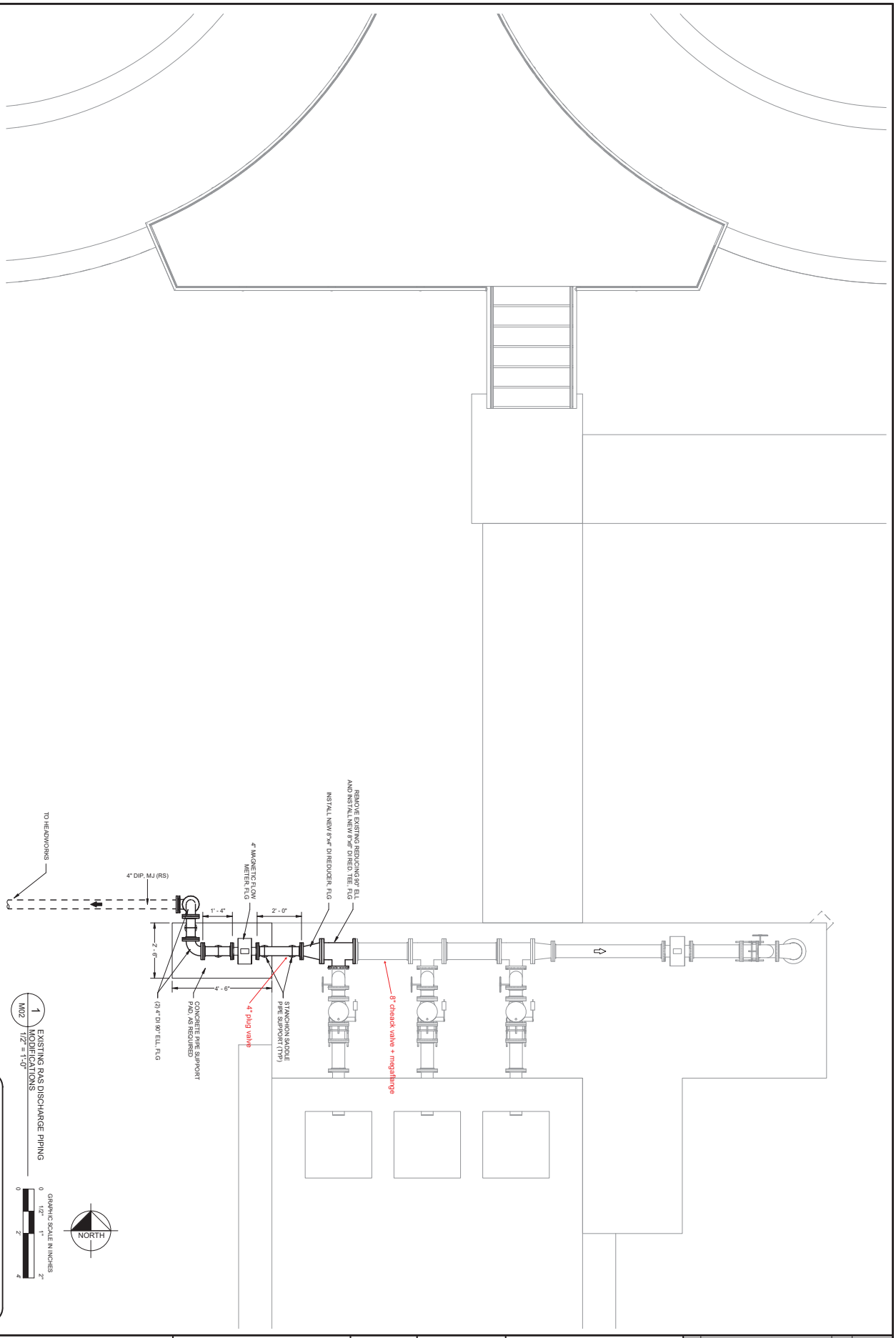
GRAPHIC SCALE IN INCHES
0 1/2" 1" 2"
0 4" 8"

NORTH

90% DESIGN PLANS

SHEET NUMBER M07	EXISTING EQUALIZATION BASIN IMPROVEMENTS	WWTF NO. 2 ODOR CONTROL IMPROVEMENTS PREPARED FOR CITY OF MT DORA	KHA PROJECT 148969004 DATE OCTOBER 2021 SCALE: AS SHOWN DESIGNED BY: NEM DRAWN BY: RLL CHECKED BY: SNR	LICENSED PROFESSIONAL: NICOLE E. MCCONNELL, P.E. FL LICENSE NUMBER 73789 DATE:	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	No. / Revisions / By / Date

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SHEET NUMBER
M08

EXISTING RAS PIPING MODIFICATIONS

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

PREPARED FOR

CITY OF MT DORA

KHA PROJECT	148969004
DATE	OCTOBER 2021
SCALE:	AS SHOWN
DESIGNED BY:	NEM
DRAWN BY:	RLL
CHECKED BY:	SNR

LICENSED PROFESSIONAL:

NICOLE E. MCCONNELL, P.E.

FL LICENSE NUMBER
73789

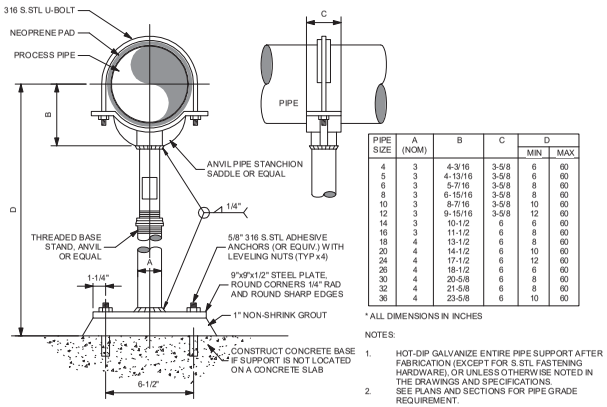
DATE:

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No.	Revisions	By	Date



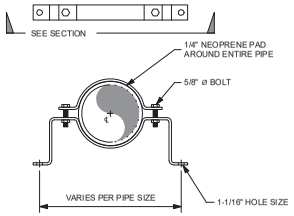
PIPE SIZE	A (NOM)	B	C	D	
				MIN	MAX
4	3	4-3/16	3-5/8	6	60
5	3	4-13/16	3-5/8	6	60
6	3	5-7/16	3-5/8	8	60
8	3	6-15/16	3-5/8	8	60
10	3	8-7/16	3-5/8	10	60
12	3	9-15/16	3-5/8	12	60
14	3	10-1/2	6	6	60
16	3	11-1/2	6	8	60
18	4	13-1/2	6	8	60
20	4	14-1/2	6	10	60
24	4	17-1/2	6	12	60
28	4	18-1/2	6	6	60
30	4	20-5/8	6	8	60
32	4	21-5/8	6	8	60
36	4	23-5/8	6	10	60

* ALL DIMENSIONS IN INCHES

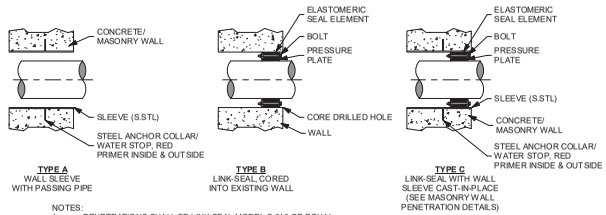
NOTES:

1. HOT-DIP GALVANIZE ENTIRE PIPE SUPPORT AFTER FABRICATION (EXCEPT FOR S.STL FASTENING HARDWARE), OR UNLESS OTHERWISE NOTED IN THE DRAWINGS AND SPECIFICATIONS.
2. SEE PLANS AND SECTIONS FOR PIPE GRADE REQUIREMENT.

A PIPE SUPPORT - STANCHION SADDLE
1" = 1'-0"

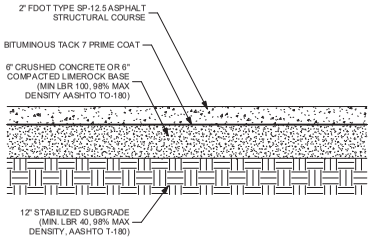


B WALL PIPE SUPPORT
1" = 1'-0"

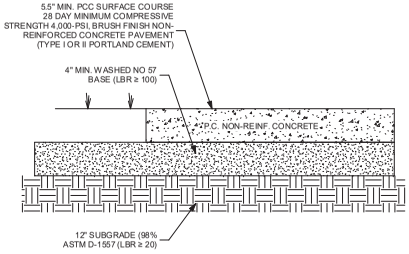


NOTES:
1. PENETRATIONS SHALL BE LINK SEAL MODEL S-316 OR EQUAL.
2. WALL SLEEVES SHALL BE SUPPLIED BY THE SAME OR LS-316 MANUACTURER AS THE PENETRATION SEAL.
3. ALL SEAL ELEMENTS SHALL BE EPDM
4. ALL BOLTS & NUTS SHALL BE 316 S.STL
5. COORDINATE WALL PENETRATION DIAMETER WITH PENETRATION SEAL MANUFACTURER AND PIPE O.D.

C LINK SEAL WALL PENETRATION
1" = 1'-0"



D ACCESS DRIVE DETAIL
1/2" = 1'-0"



E CONCRETE PAVING DETAIL
1/2" = 1'-0"

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LICENSED PROFESSIONAL:
NICOLE E. MCCONNELL, P.E.
FL LICENSE NUMBER 73789
DATE:

KHA PROJECT 148969004
DATE OCTOBER, 2021
SCALE: AS SHOWN
DESIGNED BY: NEM
DRAWN BY: RLL
CHECKED BY: SNP

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

STANDARD DETAILS

SHEET NUMBER
M09

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PLAN SYMBOLS

	HOME RUN TO PANELBOARD. NO. OF ARROWS INDICATE NO. OF CIRCUITS, HASH MARKS INDICATE NO. OF #12 AWG. CONDUCTORS. NO HASH MARKS INDICATE 2 #12 CONDUCTORS.
	CONDUIT CONCEALED IN WALL, IN SLAB ABOVE, OR ABOVE CEILING
	CONDUIT CONCEALED IN OR BELOW FLOOR OR UNDERGROUND.
	CONDUIT RUN EXPOSED. RUN PARALLEL OR PERPENDICULAR TO STRUCTURE OR WALL.
	FLEXIBLE CONDUIT WITH EQUIPMENT CONNECTION.
	CONCRETE ENCASED DUCTBANK.
	EXTERIOR LED LUMINAIRE AND MOUNTING STANDARD.
J	JUNCTION BOX N.E.C. SURFACE MOUNTED UNLESS INDICATED OTHERWISE.
J	JUNCTION BOX PER N.E.C., FLUSH MOUNTED UNLESS INDICATED OTHERWISE.
	FLUSH OR SURFACE MOUNTED LIGHTING PANELBOARD.
	FLUSH OR SURFACE MOUNTED POWER PANELBOARD.
30	DRY TYPE TRANSFORMER. NO. INDICATES KVA RATING.
	LIQUID FILLED TYPE TRANSFORMER
	20A, 125V, 3W DUPLEX RECEPTACLE IN FLUSH OUTLET BOX, 18" ABOVE FINISHED FLOOR.
	20A, 125V, 3W DUPLEX GFI RECEPTACLE IN FLUSH OUTLET BOX MOUNTED 18" ABOVE FINISHED FLOOR
	20A, 125V, 3W DUPLEX RECEPTACLE, SURFACE MOUNTED.
WP	SURFACE MOUNTED GROUND FAULT DUPLEX WEATHERPROOF RECEPTACLE WITH COVER RATED NEMA 4 WHILE IN USE 20A, 125V, 3W – MOUNTED 18" ABOVE FINISHED FLOOR.
WP	FLUSH MOUNTED GROUND FAULT DUPLEX WEATHERPROOF RECEPTACLE WITH WP COVER RATED NEMA 4 WHILE IN USE MOUNTED 18" ABOVE FINISHED FLOOR
S	SINGLE POLE SWITCH WITH PILOT LIGHT IN FLUSH OUTLET BOX, 48" ABOVE FINISHED FLOOR, UNLESS OTHERWISE NOTED (TYPICAL).
S	SINGLE POLE SWITCH, WITH PILOT LIGHT SURFACE MOUNTED.
S_3	THREE–WAY SWITCH IN FLUSH OUTLET BOX.
	NON–FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.
	NON–FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED, WITH REMOTE CONTROL STATION AS REQUIRED BY ELEMENTARY DIAGRAMS OR SPECS.
75	ELECTRIC A.C. MOTOR, NO. INDICATES HORSEPOWER.
P	POWER PULLBOX, SEE DETAIL
VFD	VARIABLE FREQUENCY DRIVE
T	THERMOSTAT
TW	ELECTRIC HEATER
	GROUND TEST WELL
	GROUND ROD
O/R	OFF/REMOTE
FS	FLOW SWITCH
LE	LEVEL ELEMENT
LIT	LEVEL INDICATING TRANSMITTER
TS	TEMPERATURE SWITCH
SF	SEAL FAIL
PS	PRESSURE SWITCH
FE	FLOW ELEMENT
FIT	FLOW INDICATING TRANSMITTER
TC	TERMINATION CABINET WITH COPPER LUGS IN NEMA 4X 316 SS ENCLOSURE
SH	SPACE HEATER
SV	SOLENOID VALUE
M	MOTORIZED VALUE

SINGLE LINE DIAGRAM SYMBOLS

	COMBINATION MOTOR STARTER
ST	SHUNT TRIP
	FUSE
	CAPACITOR
	MOLDED CASE CIRCUIT BREAKER
	TYPICAL SELECTOR SWITCH AND CONTROL. SEE ELEMENTARY DIAGRAMS FOR EXACT TYPE.
75	ELECTRIC A.C. MOTOR, NO. INDICATES HORSEPOWER.
	SERVICE OR EQUIPMENT GROUND.
	NON–FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.
	NON–FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED, WITH REMOTE CONTROL STATION AS REQUIRED BY ELEMENTARY DIAGRAMS OR SPECS.
	120/208V PANELBOARD
	480V PANELBOARD.
	CURRENT TRANSFORMERS
	POTENTIAL TRANSFORMERS.
SH	SPACE HEATER
TS	TEMPERATURE
	CROUSE HINDS EYSR FITTING. FILLED WITH CICO CEMENT.
	CROUSE HINDS EYS FITTING FILLED w/CHICO CEMENT.

CONTROL DIAGRAM SYMBOLS

	NORMALLY OPEN CONTACT
	NORMALLY CLOSED CONTACT
	LIMIT SWITCH, NORMALLY OPEN
	LIMIT SWITCH, NORMALLY CLOSED
	PRESSURE SWITCH, NORMALLY OPEN
	PRESSURE SWITCH, NORMALLY CLOSED
	FLOAT SWITCH, NORMALLY OPEN
	FLOAT SWITCH, NORMALLY CLOSED
	FLOW SWITCH, NORMALLY OPEN
	FLOW SWITCH, NORMALLY CLOSED
	TEMPERATURE SWITCH, NORMALLY OPEN
	TEMPERATURE SWITCH, NORMALLY CLOSED
	NORMALLY OPEN, TIMED TO CLOSE CONTACT
	NORMALLY CLOSED, TIMED TO OPEN CONTACT
	NORMALLY CLOSED, TIMED TO CLOSE CONTACT
	NORMALLY OPEN, TIMED TO OPEN CONTACT
AR	ALARM RELAY
AT	ALARM TIMER
CR	CONTROL RELAY
M	MOTOR STARTER
MC	MOTOR CALL
TR	TIMING RELAY
A	ALARM INDICATING LIGHT
R	RUN INDICATING LIGHT
	MOMENTARY CONTACT PUSHBUTTON
	MOMENTARY BREAK PUSHBUTTON OR RESET
K	KEYED SWITCH
	MAINTAINED CONTACT ON–OFF SWITCH
	START/STOP(S/S) CONTROL SWITCH MAINTAINED CONTACT
	THREE POSITION MAINTAINED CONTACT SELECTOR SWITCH
	FUSE
	MOLDED CASE CIRCUIT BREAKER
	CONTROL POWER TRANSFORMER
	REMOTE TERMINAL BLOCK POINT

ABBREVIATIONS

A	AMPERES
AIC	AMPS INTERRUPTING CURRENT
ATS	AUTOMATIC TRANSFER SWITCH
BKR	BREAKER
BLDG	BUILDING
BSCP	BARSCREEN CONTROL PANEL
CCC	CHLORINE CONTACT CHAMBER
CPT	CONTROL POWER TRANSFORMER
CU	COPPER
CT	CURRENT TRANSFORMER
DH	DATA HIGHWAY
DEF	DUKE ENERGY OF FLORIDA
DISC	DISCONNECT
DO	DISSOLVED OXYGEN
EAP	EYEWASH ALARM PANEL
ELEC	ELECTRICAL
ENCL	ENCLOSURE
EF	EXHAUST FAN
EQ	EQUALIZATION
ES	ETHERNET SWITCH
ETM	ELAPSED TIME METER
EXH	EXHAUST
EXIST	EXISTING
FCP	FILTER CONTROL PANEL
FPP	FIBER PATCH PANEL
FVNR	FULL VOLTAGE NON–REVERSING
GCP	GENERATOR CONTROL PANEL
GEN	GENERATOR
GFR	GROUND FAULT RECEPTACLE
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRS	GALVANIZED RIGID STEEL
GSCP	GRIT SYSTEM CONTROL PANEL
HMI	HUMAN MACHINE INTERFACE
HP	HORSEPOWER
KVA	KILO VOLT–AMPERES
KW	KILOWATT
LP	LOOP
LSCP	LIFT STATION CONTROL PANEL
LTG	LIGHTING
MAX	MAXIMUM
MBR	MEMBRANE BIOREACTOR
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MPZ	MINI POWER ZONE
MTD	MOUNTED
MTS	MANUAL TRANSFER SWITCH
NEC	NATIONAL ELECTRICAL CODE
NEM	NETWORK ETHERNET MODULE
N	NEUTRAL
NIP	NETWORK INTERFACE PANEL
NTS	NOT TO SCALE
OCP	ODOR CONTROL PANEL
OH	OVERHEAD
P	POLE
PCP	PROCESS CONTROL PANEL
PM	PHASE MONITOR
PVC	POLYVINYL CHLORIDE
RECPT	RECEPTACLE
RIO	REMOTE I/O PANEL
RTO	RETURNED TO OWNER
SH	SHIELDED
SLD	SINGLE LINE DIAGRAM
SPD	SURGE PROTECTION DEVICE
SS	STAINLESS STEEL
SSS	SOLID STATE STARTER
STP	SKID TERMINATION PANEL
STR	STARTER
SW	SWITCH
TC	TERMINATION CABINET
TYP	TYPICAL
TBR	TO BE REMOVED
V	VOLT
VFD	VARIABLE FREQUENCY DRIVE
W	WATT
w/	WITH
WP	WEATHERPROOF
WTP	WATER TREATMENT PLANT
WWTP	WASTEWATER TREATMENT PLANT
XFMR	TRANSFORMER
ø	PHASE

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE, THE 2020 NATIONAL ELECTRICAL CODE, NFPA 1, AND SHALL COMPLY WITH ALL LOCAL RULES.
2. THE PLANS REFLECT SYSTEM VOLTAGE DROPS AS PER F.B.C. ENERGY CONSERVATION 2020, SIXTH C405.6.3 FEEDER CONDUCTORS ARE SIZED FOR A MAXIMUM VOLTAGE DROP OF 2 PERCENT AT DESIGN LOAD. BRANCH CIRCUIT CONDUCTORS ARE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3 PERCENT AT DESIGN LOAD.
3. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED.
4. ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC... THAT ARE PART OF THE FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING HIS BID.
5. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. EXCLUDING CONTROL WIRING, UNLESS OTHERWISE NOTED.
6. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
7. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE N.E.C. 2020 EDITION OR LOCAL CODES. ALL CONDUITS SHALL HAVE A BOND WIRE SIZED PER TABLE 250–122 OF THE 2020 NATIONAL ELECTRICAL CODE.
8. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE.
9. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/OWNER.
10. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN TWO YEARS FROM DATE OF ACCEPTANCE.
11. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.
13. ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS W/ TYPED WRITTEN DIRECTORIES (NEW & EXISTING).
14. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
15. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO THE MECHANICAL DRAWINGS & THE APPROVED MANUFACTURER'S SHOP DRAWINGS FOR THE EXACT LOCATION OF ALL EQUIPMENT.
16. NON–SHADED TEXT DENOTES NEW EQUIPMENT, STRUCTURES AND WORK. *SHADED AND SLANTED* TEXT DENOTES EXISTING EQUIPMENT OR STRUCTURES.
17. ALL CONTROL PANELS SHALL BE UL LISTED AND SHALL COMPLY WITH ARTICLE 409 OF THE NEC.
18. ALL EMPTY CONDUITS SHALL BE INSTALLED WITH PULLSTRING.

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Stephen E. Bailey, P.E.
Florida P.E. No. 42461

ENGINEERING BAILEY CONSULTANTS

90% DESIGN PLANS

No.	Revisions	By	Date

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LICENSED PROFESSIONAL:
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER 42461

KHA PROJECT	148989004
DATE	NOVEMBER 2021
SCALE:	AS SHOWN
DESIGNED BY:	JPL
DRAWN BY:	FAD
CHECKED BY:	SEB
DATE:	

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

PREPARED FOR

CITY OF MT DORA

ELECTRICAL NOTES, SYMBOLS & ABBREVIATIONS

SHEET NUMBER
E-01

X:\Active Projects\Kimley Horn\Mt. Dora WWTF No. 2 Odor Control Imp\01_90 Rev Submittal\Dwgs\E-01 NOTES.dwg, 11/5/2021 10:22:21 AM, dlampos

ELECTRICAL SITE PLAN

SCALE: 1"=40'-0"

40' 20' 0 40'

N

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SHEET NUMBER	ELECTRICAL SITE PLAN
E-02	

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CITY OF MT DORA
PREPARED FOR

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LICENSED PROFESSIONAL

STEPHEN E. BAILEY, P.E.

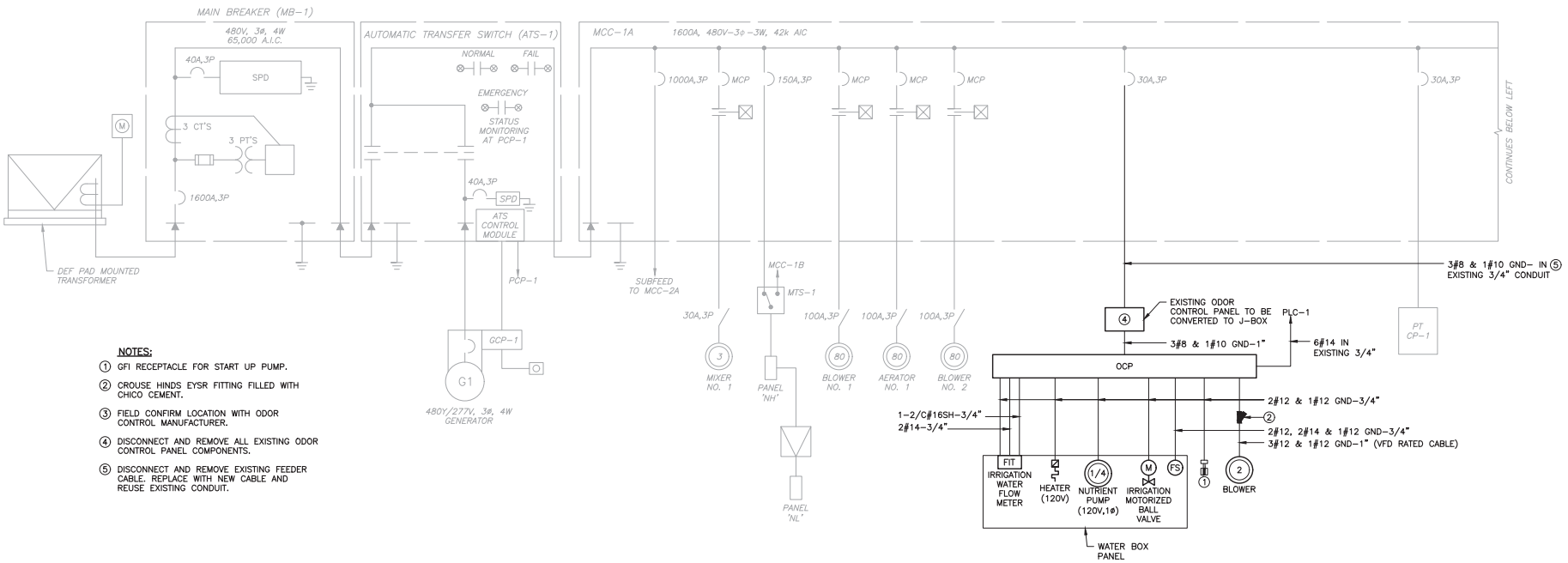
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42461

DATE:

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NOTES:

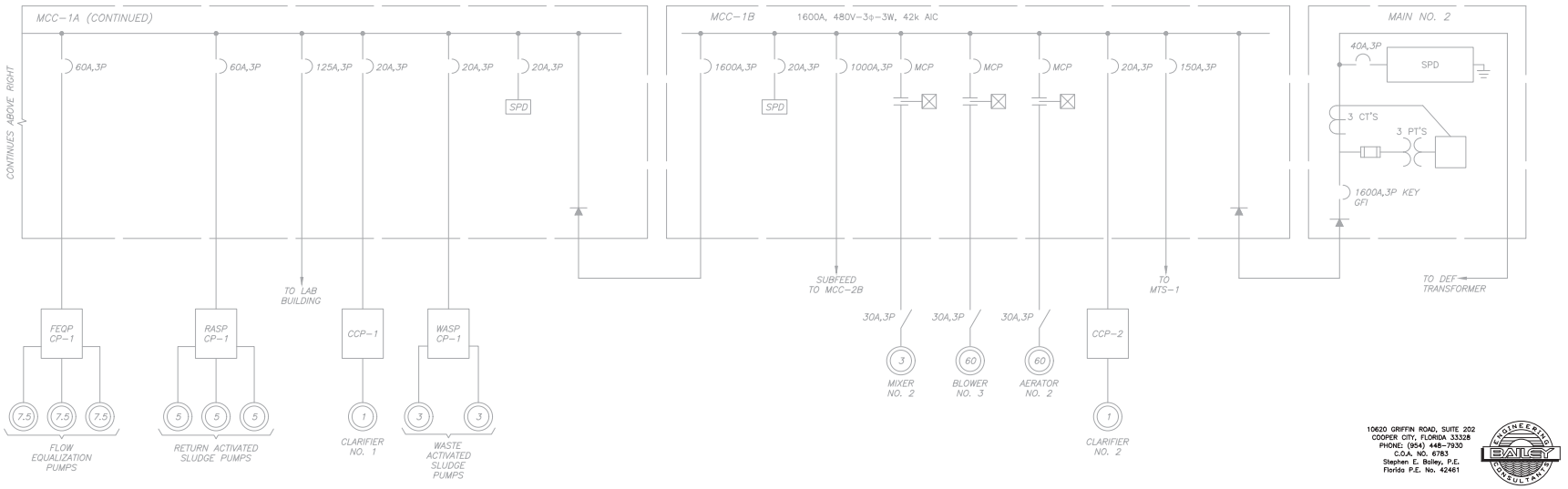
① GFI RECEPTACLE FOR START UP PUMP.

② CROUSE HINDS EYSR FITTING FILLED WITH CHICO CEMENT.

③ FIELD CONFIRM LOCATION WITH ODOR CONTROL MANUFACTURER.

④ DISCONNECT AND REMOVE ALL EXISTING ODOR CONTROL PANEL COMPONENTS.

⑤ DISCONNECT AND REMOVE EXISTING FEEDER CABLE. REPLACE WITH NEW CABLE AND REUSE EXISTING CONDUIT.



SINGLE LINE DIAGRAM

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FL LICENSE NUMBER 42461
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KHA PROJECT 148969004
DATE NOVEMBER 2021
SCALE: AS SHOWN
DESIGNED BY: JPL
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CHECKED BY: SEB

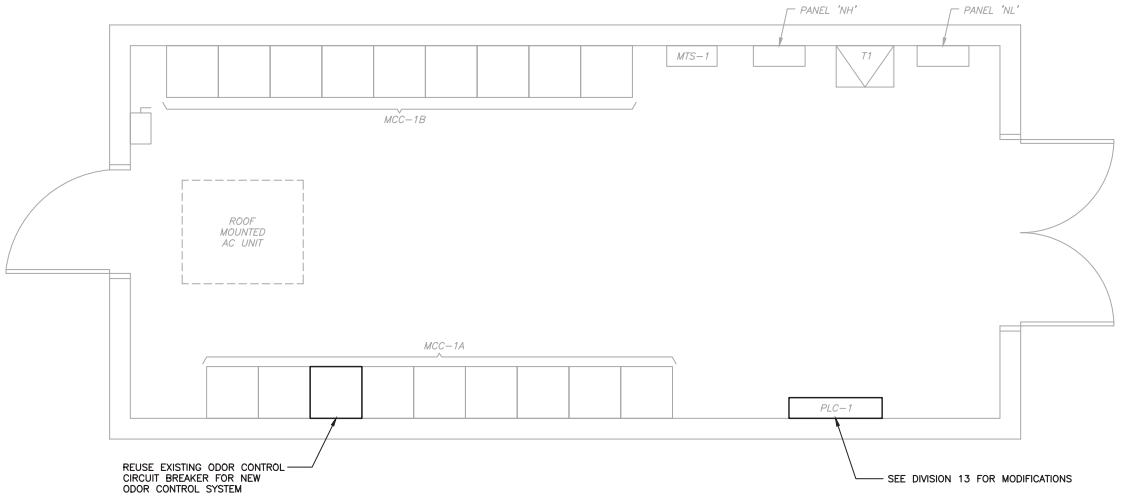
WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

PREPARED FOR
CITY OF MT DORA

EXISTING MCC-1A & MCC-1B SINGLE LINE DIAGRAMS

SHEET NUMBER
E-03

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N

EXISTING ELECTRICAL BUILDING POWER PLAN

SCALE: 1/2"=1'-0"

2' 1' 0 2'

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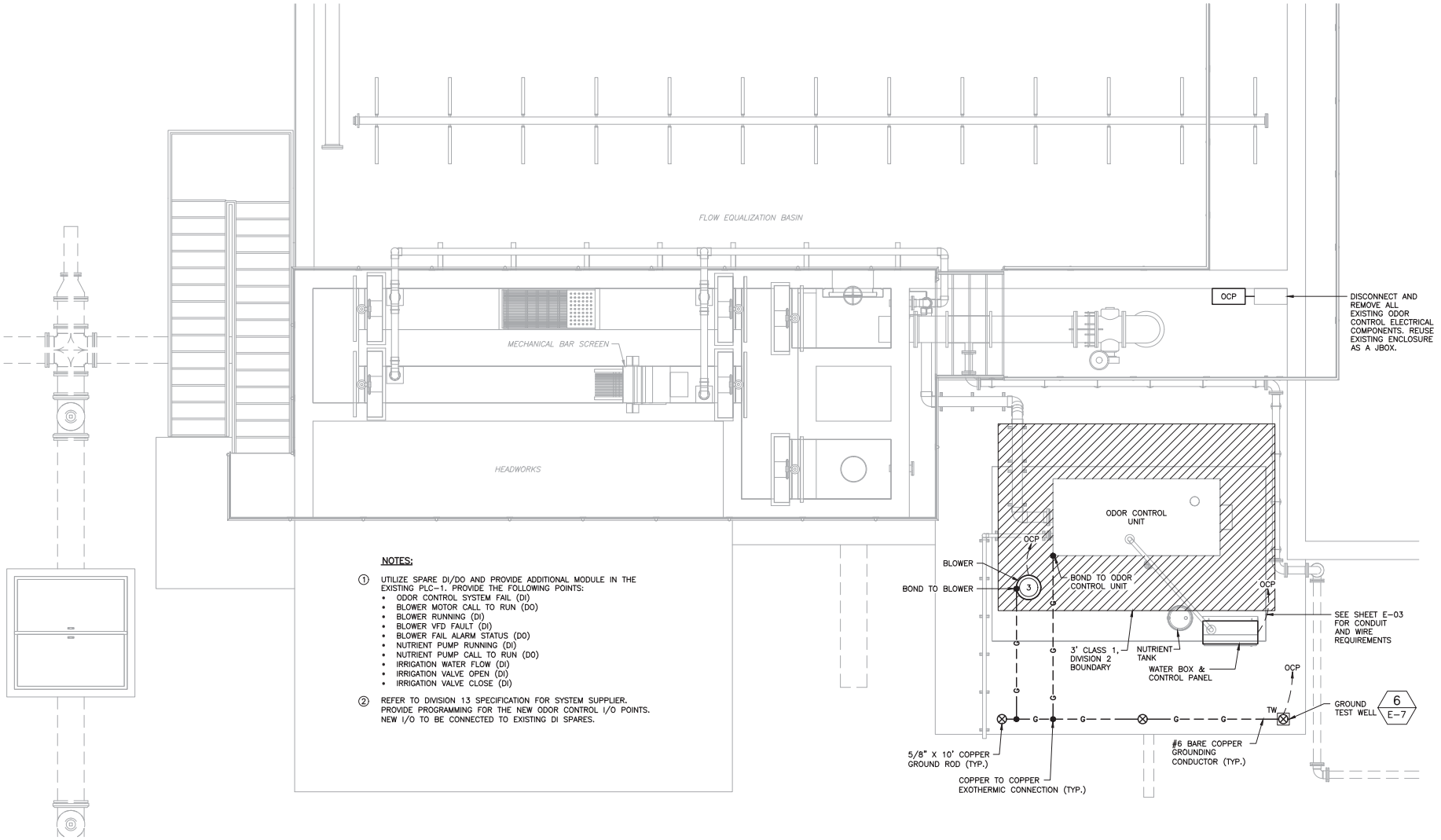
KHA PROJECT 148995004
DATE NOVEMBER 2021
SCALE: AS SHOWN
DESIGNED BY: JPL
DRAWN BY: FAD
CHECKED BY: SEB

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EXISTING ELECTRICAL BUILDING POWER PLAN

SHEET NUMBER
E-04

X:\Active Projects\Kimley Horn\Mt. Dora WWTF No. 2 Odor Control Imp\01_SR Rev Submittal\Dwgs\E-04 ELECTRICAL BLDG.dwg 11/5/2021 10:22:30 AM, dcampos



NOTES:

① UTILIZE SPARE DI/DO AND PROVIDE ADDITIONAL MODULE IN THE EXISTING PLC-1. PROVIDE THE FOLLOWING POINTS:
- ODOR CONTROL SYSTEM FAIL (DI)
- BLOWER MOTOR CALL TO RUN (DO)
- BLOWER RUNNING (DI)
- BLOWER VFD FAULT (DI)
- BLOWER FAIL ALARM STATUS (DO)
- NUTRIENT PUMP RUNNING (DI)
- NUTRIENT PUMP CALL TO RUN (DO)
- IRRIGATION WATER FLOW (DI)
- IRRIGATION VALVE OPEN (DI)
- IRRIGATION VALVE CLOSE (DI)

② REFER TO DIVISION 13 SPECIFICATION FOR SYSTEM SUPPLIER. PROVIDE PROGRAMMING FOR THE NEW ODOR CONTROL I/O POINTS. NEW I/O TO BE CONNECTED TO EXISTING DI SPARES.

ODOR CONTROL ELECTRICAL PLAN

SCALE: 3/8"=1'-0"

12" 0 1 2 4'

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DATE	NOVEMBER 2021
SCALE: AS SHOWN	
DESIGNED BY:	JPL
DRAWN BY:	FAD
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WWTF NO. 2 ODOR CONTROL IMPROVEMENTS

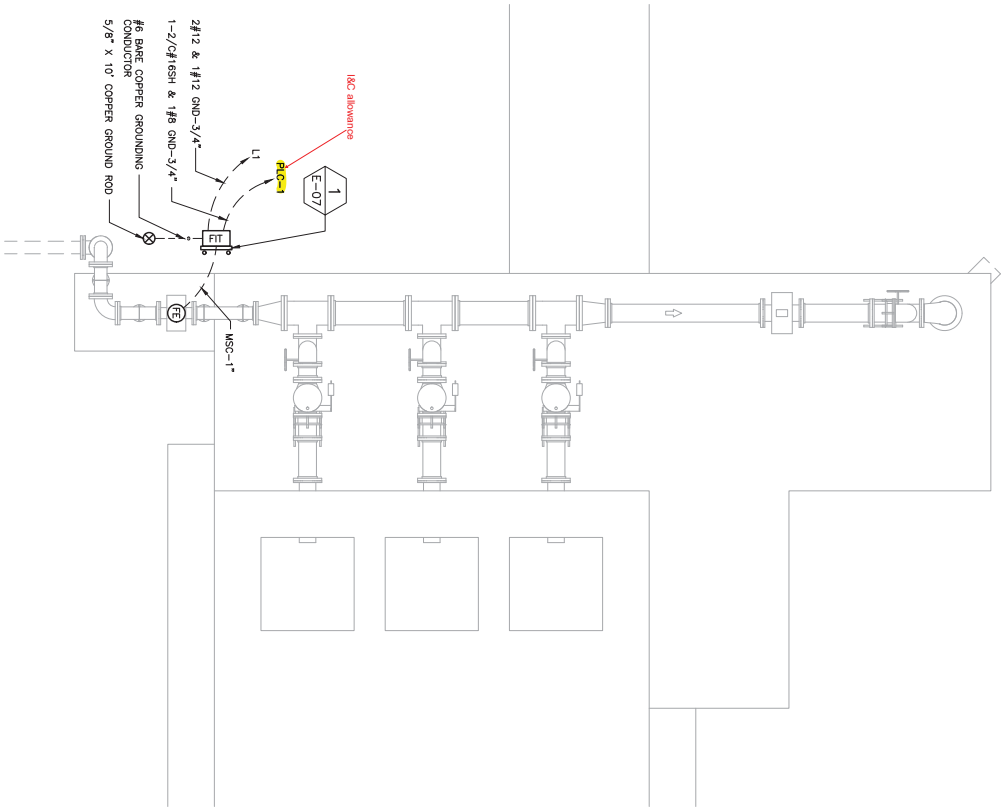
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ODOR CONTROL ELECTRICAL PLAN

SHEET NUMBER
E-05

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RAS PIPING ELECTRICAL PLAN

SCALE: 1/2"=1'-0"

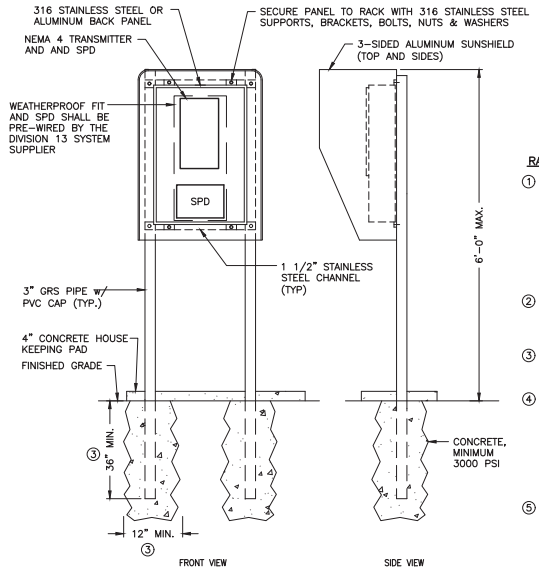
2' 1' 0 2'

N

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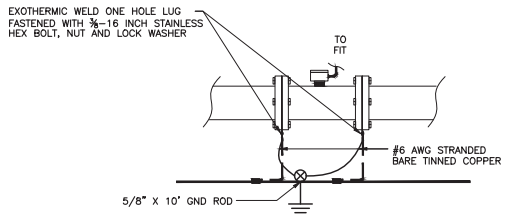
SHEET NUMBER E-06	RAS PIPING ELECTRICAL PLAN	WWTF NO. 2 ODOR CONTROL IMPROVEMENTS PREPARED FOR CITY OF MT DORA	KHA PROJECT 148969004 DATE NOVEMBER 2021 SCALE: AS SHOWN DESIGNED BY: JPL DRAWN BY: FAD CHECKED BY: SEB	LICENSED PROFESSIONAL: STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461 DATE:	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	No.	Revisions / By / Date



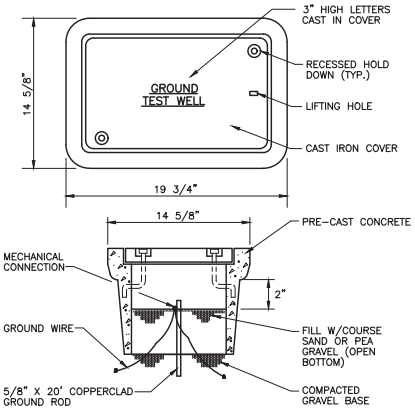
RACK NOTES:

1. RACK STRUCTURE TO BE CERTIFIED PER FLORIDA BUILDING CODE. CONTRACTOR SHALL SUBMIT SIGNED AND SEALED WIND LOAD CALCULATIONS FROM A STRUCTURAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
2. ALL HARDWARE SHALL BE 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
3. ALL EXPOSED EDGES TO BE GROUND SMOOTH AND BURR FREE.
4. CONTRACTOR TO PROVIDE STRUCTURAL AND FOOTING DETAILED DRAWINGS AND WIND LOAD CALCULATIONS SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.
5. DEPTH AND WIDTH AS REQUIRED TO MEET STRUCTURAL CALCULATIONS.

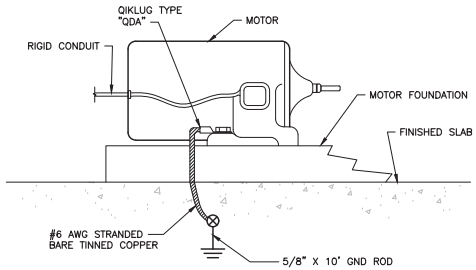
1 E-07 **TRANSMITTER MOUNTING DETAIL DETAIL**
N.T.S.



2 E-07 **FLOW METER PIPE GROUNDING DETAIL**
N.T.S.

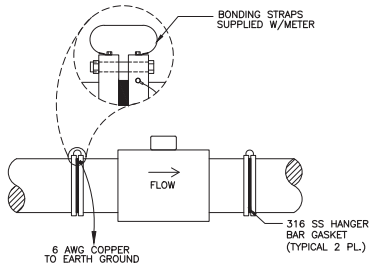


3 E-07 **GROUND TEST WELL**
N.T.S.

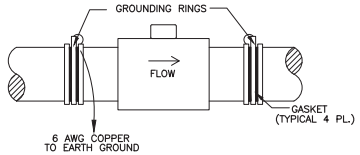


NOTE:
THIS GROUND IS IN ADDITION TO THE GROUND FROM THE MAIN ELECTRICAL SERVICE.

4 E-07 **EQUIPMENT GROUNDING DETAIL**
N.T.S.



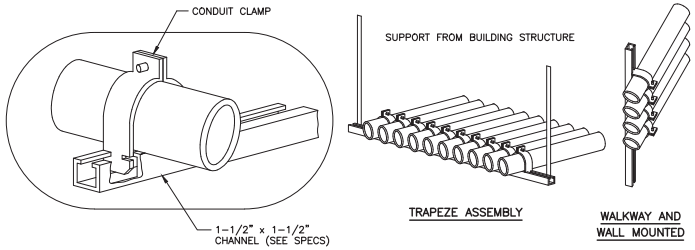
CONDUCTIVE UNLINED PIPE



NON-CONDUCTIVE OR LINED PIPE

NOTES:
1. GROUNDING RINGS NOT REQUIRED FOR SENSORS WITH GROUNDING ELECTRODES.
2. GALVANICALLY PROTECTED PIPES REQUIRE SPECIAL CONSIDERATION (REFER TO MANUFACTURER RECOMMENDATIONS)

5 E-07 **ELECTROMAGNETIC FLOW SENSOR DETAIL**
N.T.S.



6 E-07 **CONDUIT PIPE STRAP MOUNTING DETAILS**
N.T.S.

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FL LICENSE NUMBER 42461
DATE:

KHA PROJECT 148969004
DATE NOVEMBER 2021
SCALE: AS SHOWN
DESIGNED BY: JPL
DRAWN BY: FAD
CHECKED BY: SEB

WWTF NO. 2 ODOR CONTROL IMPROVEMENTS
PREPARED FOR
CITY OF MT DORA

ELECTRICAL DETAILS

SHEET NUMBER
E-07

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Exhibit B- Price/GMP Breakdown

No data on this page, see pages that follow

MT DORA WWTP #2 ODOR CONTROL REPLACEMENT
GMP
1/7/2022

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	$ 60,480	$ 15,800	$ 174,050	$ 171,368	$ 421,698
Total GC's	$ 78,512	$ 2,700	$ 17,550	$ 3,398	$ 102,160
Sales Tax (7%)				$ 13,412	$ 13,412
				$ -	$ -
Contingency - 10% on above items				$ 54,305	$ 54,305
Bond				$ 5,778	$ 5,778
Insurance (0.5%)				$ 3,402	$ 3,402
Fee (8.0%)				$ 48,046	$ 48,046
TOTAL	**$138,992**	**$18,500**	**$191,600**	**$299,709**	**$648,801**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: MT DORA WWTP#2 ODOR CONTROL REPLACEMEN — January 7, 2022
ESTIMATE #: GMP — 3:37 PM

BASE BID DIRECTS

BID ITEM NUMBER	DESCRIPTION	BASE RATE	LABOR MH	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIAL $ AMOUNT	SUBCONTRACT $ AMOUNT	$ TOTALS	PACKAGE VALUE W/ TAX	REMARKS SUB NAME
	SUBCONTRACTS									
DIV. 2	**SITEWORK SUBCONTRACT INCLUDING:**	$45.00	0	$0	$0	$0	$0	**$0**	**$37,320**	
	ENVIRONMENTAL CONCERNS	$45.00	0	$0	$0	$0	$2,000	**$2,000**		
	DEMOLITION	$45.00	320	$14,400	$0	$0	$0	**$14,400**		
	GRIT AND DEBRIS REMOVAL AND CLEANUP	$45.00	0	$0	$0	$0	$0	**$0**		
	GROUNDWATER CONTROL	$45.00	0	$0	$0	$0	$0	**$0**		
	RESTORATION	$45.00	160	$7,200	$0	$0	$7,500	**$14,700**		
	SITEWORK SUB INCIDENTALS, TOOLS & CONSUMABLES	$45.00	0	$0	$0	$0	$6,220	**$6,220**		
DIV. 3	**CONCRETE SUBCONTRACT (EXCEPT BELOW)**	$45.00	160	$7,200	$0	1,550	0	**$8,750**	**$10,500**	
	CONCRETE SUB INCIDENTALS, TOOLS & CONSUMABLES	$45.00	0	$0	$0	$0	$1,750	**$1,750**		
DIV. 9	**PLANT PAINTING/CONC REPAIR SUBCONTRACT**	$45.00	0	$0	$0	$0	$9,500	**$9,500**	**$9,500**	Exceletech
	MECHANICAL INSTALL SUBCONTRACT INCLUDING:	$45.00	0	$0	$0	$0	$0	**$0**	**$263,976**	
	MECHANICAL SUB INCIDENTALS, TOOLS & CONSUMABLES	$45.00	0	$0	$0	$0	$43,996	**$43,996**		
DIV. 5	MISC. METALS – SUPPLY & INSTALL	$45.00	64	$2,880	$0	$18,000	$0	**$20,880**		mods to checkered plate; pipe supports; rubber flaps
DIV. 11	PROCESS EQUIPMENT INSTALLATION	$45.00	160	$7,200	$15,800	$104,500	$0	**$127,500**		to be bid out
DIV. 15	PROCESS PIPING INSTALLATION	$45.00	480	$21,600	$0	$0	$0	**$21,600**		
DIV. 15	PROCESS PIPING MATERIAL PACKAGES	$45.00	0	$0	$0	$50,000	$0	**$50,000**	w/ above	PVC/DI/Misc
DIV. 16	**ELECTRICAL SUBCONTRACT**	$45.00	0	$0	$0	$0	$50,402	**$50,402**	**$50,402**	Sinns&Thomas
	OTHER SUBCONTRACTOR	$45.00	0	$0	$0	$0	$0	**$0**	**$0**	
		$45.00	0	$0	$0	$0	$0	**$0**	**$0**	
	ALLOWANCES	$45.00	0	$0	$0	$0	$0	**$0**	**$0**	
	INSTRUMENTATION ALLOWANCE	$45.00	0	$0	$0	$0	$50,000	**$50,000**	**$50,000**	Allowance for I&C work
		$45.00	0	$0	$0	$0	$0	**$0**		
	MATERIAL PURCHASE ORDERS	$45.00	0	$0	$0	$0	$0	**$0**		
	TOTAL DIRECT COST		**1,344**	**$60,480**	**$15,800**	**$174,050**	**$171,368**	**$421,698**		**$421,698**

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: MT DORA WWTP#2 ODOR CONTROL REPLACEME
ESTIMATE #: 0

January 7, 2022
3:37 PM

GENERAL CONDITIONS

DURATION = 2.25 MONTHS, PLANNED | 1344 DIRECT MANHOURS | 34 MANWEEKS | 3 MEN

DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR U/P	LABOR TOTAL MH	LABOR $ AMOUNT	HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS	REMARKS SUB NAME
PROJECT MANAGEMENT TEAM																
FIELD STAFF																
SENIOR SUPERINTENDENT	10	WK		$102.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SUPERINTENDENT I	10	WK	40	$93.00	$3,720.00	391	$36,326			$0.00		$0		$0	**$36,326**	
SUPERINTENDENT II	0	WK		$85.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SUPERINTENDENT IV	0	WK		$70.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
FIELD ENGINEER	10	WK		$60.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
CONCRETE SR. CRAFT FOREMAN	0	WK		$55.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
MECHANICAL SR. CRAFT FOREMAN	0	WK		$55.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
OFFICE STAFF	0	WK		$0.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SENIOR PROJECT MANAGER	10	WK	2	$102.00	$204.00	20	$1,992			$0.00		$0		$0	**$1,992**	
PROJECT MANAGER	10	WK	16	$93.00	$1,488.00	156	$14,530			$0.00		$0		$0	**$14,530**	
ASSISTANT PROJECT MANAGER	0	WK		$75.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PROJECT ENGINEER	10	WK		$60.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PROJECT INTERN	10	WK		$25.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PROJECT ASSISTANT	10	WK	2	$50.00	$100.00	19	$974			$0.00		$0		$0	**$974**	
PRE-MOBILIZATION FEE (BID PRODUCTION TO MOBILIZATION)	1	LS		$0.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
OTHER STAFF		WK		$0.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
EXECUTIVE MANAGEMENT	0	WK		$130.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PRECONSTRUCTION MANAGER	1	LS	120	$93.00	$11,160.00	120	$11,160			$0.00		$0		$0	**$11,160**	
PRECONSTRUCTION ESTIMATOR	1	LS	40	$85.00	$3,400.00	40	$3,400			$0.00		$0		$0	**$3,400**	
MECHANICAL DETAILING	1	DWGS		$75.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
COST ACCOUNTANT	0	WK		$50.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SECURITY (NIGHTS & WEEKENDS)	0	WK		$60.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SPECIAL QA / QC INSPECTOR FOR QUALITY CONTROL	0	MO		$105.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SAFETY COORDINATOR	10	WK	2	$80.00	$160.00	19	$1,559			$0.00		$0		$0	**$1,559**	
RELATED MANAGEMENT COSTS																
BENEFITS & EDUCATION	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
LABOR RATE ADJUSTMENT	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
HOLIDAY & VACATION PAY	1	LS		$45.00	$0.00	0	**$0**			$0.00		$0		$0	**$0**	
MANAGEMENT TRAINING	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SOFTWARE COSTS (0.21% OF TOTAL BID)	1	LS		$45.00	$0.00	0	$0			$0.00		$0	$1,363.00	$1,363	**$1,363**	$ 1,362.88
RECRUITING FEES	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TRAVEL EXPENSE - WORKSHEET ON RIGHT	1	LS		$45.00	$0.00	0	$0			$0.00	$500.00	$500		$0	**$500**	
LODGING, MEALS - WORKSHEET ON RIGHT	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TEMP.FACILITIES & UTILITIES																
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	0	LS		$45.00	$0.00	0	$0			$0.00	**$2,500.00**	$0		$0	**$0**	
WATER, MONTHLY	2.25	MO		$45.00	$0.00	0	$0			$0.00	**$100.00**	$225		$0	**$225**	
ELECTRIC, INSTALL & REMOVE TEMP. SYSTEM	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	W/ DIV. 16 SCOPE
ELECTRIC, MONTHLY CHARGES	0	MO		$45.00	$0.00	0	$0			$0.00	**$400.00**	$0		$0	**$0**	NOT INCLUDED
TEMPORARY LIGHTING **(NIGHT LIGHTING)**	0	WK		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE - **W-S**	0	LS		$45.00	$0.00	0	$0			$0.00		$0	**$400.00**	$0	**$0**	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE - **ENGINEER**	0	LS		$45.00	$0.00	0	$0			$0.00		$0	**$300.00**	$0	**$0**	
INTERNET/TELEPHONE, MONTHLY CHARGES - **W-S**	2.25	MO		$45.00	$0.00	0	$0			$0.00	**$400.00**	$900		$0	**$900**	
INTERNET/TELEPHONE, MONTHLY CHARGES - **ENGINEER**	0	MO		$45.00	$0.00	0	$0			$0.00	**$100.00**	$0		$0	**$0**	
CELLULAR TELEPHONE, MONTHLY CHARGES	2.25	MO		$45.00	$0.00	0	$0			$0.00	**$200.00**	$450		$0	**$450**	
FIELD OFFICE, WHARTON SMITH INC	0	MO	5	$45.00	$225.00	0	$0			$0.00	**$1,500.00**	$0		$0	**$0**	
FIELD OFFICE, WHARTON SMITH - DELIVERY/RETURN	0	LS		$45.00	$0.00	0	$0			$0.00	**$4,200.00**	$0	$4,000.00	$0	**$0**	
FIELD OFFICE, ENGINEER	0	MO	5	$45.00	$225.00	0	$0			$0.00	**$1,500.00**	$0		$0	**$0**	
FIELD OFFICE, ENGINEER - DELIVERY/RETURN	0	LS		$45.00	$0.00	0	$0			$0.00	**$4,200.00**	$0		$0	**$0**	
FIELD OFFICE FURNISHINGS AND EQUIPMENT **(PURCHASE)**	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
FIELD OFFICE FURNISHINGS AND EQUIPMENT **(RENTAL)**	0	MO		$45.00	$0.00	0	$0			$0.00	**$1,000.00**	$0		$0	**$0**	
JOB OFFICE SUPPLIES	1	LS		$45.00	$0.00	0	$0			$0.00	**$2,000.00**	$2,000		$0	**$2,000**	
COMPUTER EQUIPMENT FOR FIELD OFFICE - **W-S**	0	LS		$45.00	$0.00	0	$0			$0.00	**$1,000.00**	$0		$0	**$0**	
COMPUTER EQUIPMENT FOR FIELD OFFICE - **ENGINEER**	0	LS		$45.00	$0.00	0	$0			$0.00	**$500.00**	$0		$0	**$0**	
TOOL TRAILERS - __1__ **REQUIRED**	2.25	MO		$45.00	$0.00	0	$0			$0.00	**$200.00**	$450		$0	**$450**	
TEMPORARY TOILETS - __1__ **REQUIRED**	2.25	MO		$45.00	$0.00	0	$0			$0.00	**$500.00**	$1,125		$0	**$1,125**	
TEMPORARY SEWAGE HOLDING TANKS - **ENGINEER & W-S**	0	MO		$45.00	$0.00	0	$0			$0.00	**$300.00**	$0		$0	**$0**	
TEMPORARY HEATING EQUIPMENT	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
FUEL FOR TEMPORARY HEATING	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TEMPORARY PARKING	0	SY		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TEMPORARY ROADWAY	0	SY		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
BARRICADES	0	EA		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TEMPORARY HANDRAIL / GUARDRAIL	0	LF		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
DUST PARTITIONS	0	SF		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
EXISTING SURFACES PROTECTION	0	SF		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TEMPORARY CHAIN LINK FENCE, INSTALL AND REMOVE	0	LF		$45.00	$0.00	0	$0			$0.00	**$2.50**	$0		$0	**$0**	

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: MT DORA WWTP#2 ODOR CONTROL REPLACEME
ESTIMATE #: 0

January 7, 2022
3:37 PM

CONSTRUCTION EQUIPMENT & TOOLS															
SMALL TOOLS AND SUPPLIES	1	LS		$45.00	$0.00	0	$0			$0.00	**$5,000**	$5,000		$0	**$5,000**	**DEFAULT IS $1.75 / DIRECT MH**
CRANE RENTAL	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	W/ DIRECTS
AIR COMPRESSORS	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	W/ DIRECTS
WELDERS & WELDING SUPPLIES	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SPECIALTY TRUCKS	0	MO		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
EMPLOYEE TRANSPORTATION **(BUS)**	0	WK		$45.00	$0.00	0	$0			$0.00	**$100.00**	$0		$0	**$0**	
EQUIPMENT STAND-BY	0	WK		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SR. PM AUTOMOBILE w/ FUEL, OIL, GREASE	0	MO		$45.00	$0.00	0	$0	1	**$600**	$0.00	**$900.00**	$0		$0	**$0**	
SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	2.25	MO		$45.00	$0.00	0	$0	1	**$600**	$1,350.00	**$900.00**	$2,025		$0	**$3,375**	
PM AUTOMOBILE w/ FUEL, OIL, GREASE	2.25	MO		$45.00	$0.00	0	$0	1	**$600**	$1,350.00	**$900.00**	$2,025		$0	**$3,375**	**2/5 OF A MONTHLY COST**
MOVE IN/OUT EQUIPMENT	1	EA	160	$45.00	$7,200.00	160	$7,200			$0.00		$0		$0	**$7,200**	
MOVE IN MATERIAL	1	EA		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SAFETY & HEALTH & HOUSEKEEPING															
SAFETY MEETINGS	10	WK	0.3	$45.00	$13.50	3	$132			$0.00		$0		$0	**$132**	
SAFETY DEVICES	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PREVENTATIVE MEDICINE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
SAFETY AWARD PAY	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
WORKER'S COMP CLAIMS	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
CLEAN-UP AT END OF PROJECT	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	W/ DIRECTS
CLEAN-UP THROUGHOUT DURATION OF PROJECT	10	WK	**2**	$45.00	$90.00	20	$879			$0.00		$0		$0	**$879**	
DUMPSTERS	3.00	MO		$45.00	$0.00	0	$0			$0.00	**$750.00**	$2,250		$0	**$2,250**	
JANITORIAL – **ENGINEER'S TRAILER**	0	WK	**2**	$45.00	$90.00	0	$0			$0.00	**$5.00**	$0		$0	**$0**	
				$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
TOTAL GENERAL CONDITIONS						948	$78,152			$2,700		$16,950		$1,363	$99,165	$99,165
GENERAL REQUIREMENTS																
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
PERMIT FEE COSTS – WORKSHEET ON RIGHT	**0**	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	**PERMIT BY OTHERS**
BUSINESS LICENSE FEES	**0**	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
IMPACT FEES	**0**	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
SPECIAL OR ADDITIONAL FEES	**0**	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
BUILDER'S RISK INSURANCE-**BARRIER ISLAND**	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
BUILDER'S RISK INSURANCE-**NON-COASTAL COUNTY**	3	MO		$45.00	$0.00	0	$0			$0.00		$0	$45.00	$135	**$135**	**$45.43**
BUILDER'S RISK INSURANCE-**COASTAL COUNTY**	0	MO		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	**$0.00**
FLOOD INSURANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
SUBCONTRACT GENERAL LIABILITY INSURANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
GENERAL LIABILITY INSURANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	INCLUDED IN WAGE RATES
WORKER'S COMP WRAP UP INSURANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	INCLUDED IN WAGE RATES
OWNER CONTROLLED INSURANCE PROGRAM	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
OTHER INSURANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
OWNER DIRECT PURCHASE ORDER PROGRAM	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
CONTINGENCY	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
CONTRACT ALLOWANCE	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	**W/ DIRECTS**
PENALTIES & FINES	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
ACTUAL DAMAGES (SWAG)	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
LEGAL FEES	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PERFORMANCE BOND	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	**W/ SUMMARY**
SPECIAL LICENSES	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
EARLY COMPLETION BONUS	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
OVERTIME COSTS FOR ENGINEERS AND INSPECTORS	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	
EXTENDED WARRANTY (BEYOND 12 MONTHS)	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	Maintenance cost for 1 extra year
MAINTENANCE BOND (FOR PERCENTAGE LESS THAN 25%)	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	$389.39
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)	0	LS		$45.00	$0.00	0	$0			$0.00		$0	$0.00	$0	**$0**	$973.49
PROJECT DOCUMENTATION AND SERVICES																
PROJECT SIGNS	1	LS	**8**	$45.00	$360.00	8	$360			$0.00	**$500.00**	$500		$0	**$860**	
INFORMATIONAL SIGNS	0	EA		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PHOTOGRAPHS	0	MO		$45.00	$0.00	0	$0			$0.00	**$100.00**	$0		$0	**$0**	
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		$45.00	$0.00	0	$0			$0.00		$0	**$650.00**	$650	**$650**	
INDEPENDENT CPM SCHEDULING SERVICES	0	MO		$45.00	$0.00	0	$0			$0.00		$0	**$250.00**	$0	**$0**	
INDEPENDENT TESTING SERVICES	1	LS		$45.00	$0.00	0	$0			$0.00		$0	**$1,250.00**	$1,250	**$1,250**	**SEE TABLE ABOVE RIGHT**
DESIGN SERVICES (CADD) – AS-BUILTS	1	LS		$38.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		$45.00	$0.00	0	$0			$0.00	**$100.00**	$100		$0	**$100**	
REGISTERED SURVEYOR SERVICES	2	MO		$45.00	$0.00	0	$0			$0.00		$0	**$0.00**	$0	**$0**	
LAYOUT BY WHARTON-SMITH	1	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	
PROJECT START-UP & CLOSEOUT																
START UP CHEMICALS	1	LS		$45.00	$0.00	0	$0			$0.00	$0.00	$0		$0	**$0**	W/EQUIPMENT SUMMARY
START-UP ELECTRIC CONSUMPTION COSTS	1	LS		$45.00	$0.00	0	$0			$0.00	$0.00	$0		$0	**$0**	SEE BELOW
ADDITIONAL LABOR FOR 24/7 START-UP	0	LS		$45.00	$0.00	0	$0			$0.00		$0		$0	**$0**	

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: MT DORA WWTP#2 ODOR CONTROL REPLACEME
ESTIMATE #: 0

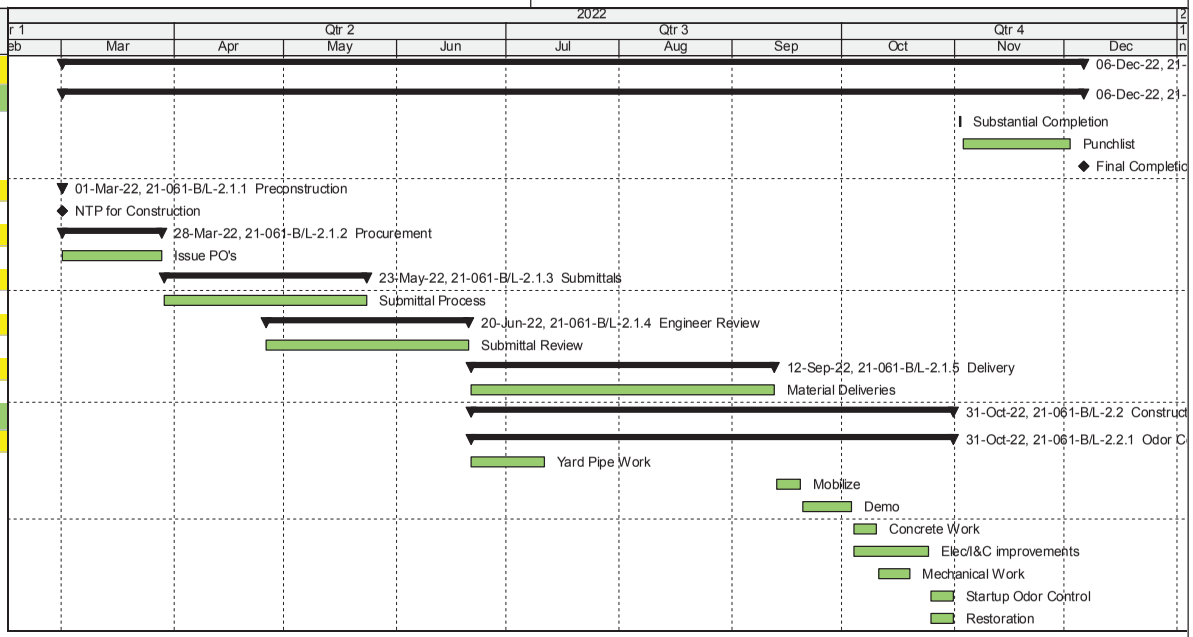
January 7, 2022
3:37 PM

AS-BUILT DRAWINGS	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
OPERATION & MAINTENANCE MANUALS	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
FINAL SITE SURVEY	0	EA		$45.00	$0.00	0	$0		$0.00		$0	$2,500.00	$0	$0	NOT INCLUDED
MISCELLANEOUS REQUIREMENTS															
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
	1	LS		$45.00	$0.00	0	$0		$0.00		$0		$0	$0	
TOTAL GENERAL REQUIREMENTS						8	$360		$0		$600		$2,035	$2,995	$2,995

Exhibit C- Basic Schedule

No data on this page, see pages that follow

#	Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	Roles
1	**21-061-B/L-2**	**Mount Dora WWTF No. 2**	200	01-Mar-22	06-Dec-22	0	
2	**21-061-B/L-2.1**	**General Requirements**	200	01-Mar-22	06-Dec-22	0	
3	A1020	Substantial Completion	1	02-Nov-22	02-Nov-22*	0	
4	A1320	Punchlist	22	03-Nov-22	02-Dec-22	1	
5	A1330	Final Completion	0		06-Dec-22*	0	
6	**21-061-B/L-2.1.1**	**Preconstruction**	0	01-Mar-22	01-Mar-22	0	
7	A1310	NTP for Construction	0	01-Mar-22*		0	
8	**21-061-B/L-2.1.2**	**Procurement**	20	01-Mar-22	28-Mar-22	1	
9	A1010	Issue PO's	20	01-Mar-22	28-Mar-22	1	
10	**21-061-B/L-2.1.3**	**Submittals**	40	29-Mar-22	23-May-22	1	
11	A1050	Submittal Process	40	29-Mar-22	23-May-22	1	
12	**21-061-B/L-2.1.4**	**Engineer Review**	40	26-Apr-22	20-Jun-22	1	
13	A1040	Submittal Review	40	26-Apr-22	20-Jun-22	1	
14	**21-061-B/L-2.1.5**	**Delivery**	60	21-Jun-22	12-Sep-22	1	
15	A1130	Material Deliveries	60	21-Jun-22	12-Sep-22	1	
16	**21-061-B/L-2.2**	**Construction**	95	21-Jun-22	31-Oct-22	1	
17	**21-061-B/L-2.2.1**	**Odor Control Replacement**	95	21-Jun-22	31-Oct-22	1	
18	A1360	Yard Pipe Work	15	21-Jun-22*	11-Jul-22	24	
19	A1060	Mobilize	5	13-Sep-22	19-Sep-22	1	
20	A1450	Demo	10	20-Sep-22	03-Oct-22	1	
21	A1350	Concrete Work	5	04-Oct-22	10-Oct-22	4	
22	A1440	Elec/I&C improvements	15	04-Oct-22	24-Oct-22	1	
23	A1400	Mechanical Work	7	11-Oct-22	19-Oct-22	4	
24	A1540	Startup Odor Control	5	25-Oct-22	31-Oct-22	1	
25	A1550	Restoration	5	25-Oct-22	31-Oct-22	1	



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Exhibit D- Construction Team

Senior Project Manager- Erik Anderson, P.E.

Project Manager- Carlin Dunlop, P.E.

Project Superintendent- Garrett Parcels

Project Assistant- Holly Pugh

Safety Coordinator- Jordan Haak

Exhibit E- Construction Manager's Staff

CMAR Manager- Erik Anderson, P.E.

Preconstruction Manager- William Marshall, P.E.

Preconstruction Estimator- Sean White

Exhibit F- Sub-Contractors

Piping & Mechanical Installation- Wharton-Smith Self-Perform

Electrical- Sinns & Thomas

Instrumentation- Barney's Pumps

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Final Reading Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods

Introduction:
This is a request for City Council to approve the final reading of Ordinance No. 2022-01

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
Further rezoning descriptions and details are contained in Attachment #1 (Planning and Zoning Commission Staff Report). Legal advertisements for the adoption hearing are included in Attachment #2. The master planned community is located on the east of Donnelly and the north side of Limit Avenue. The project has a total site area of approximately 16.69 acres for a two-phase development: Phase one includes six office buildings fronting Limit Avenue and phase two will be developed as a multiple-family community.

The proposed changes to the PUD Master Plan include the following items:

1) Multiple-Family from 112 units to 164 units. Senior Housing Type Residents;
2) Multiple-Family Building Height from 3-Stories 45 feet to 4-Stores 55 feet;
3) Multiple-Family parking ratio from 2 spaces per unit to 1.4 spaces per unit;
4) Multiple-Family Architectural Elevations;
5) Total Open Spaces from 0.55% to 0.62% (required is 0.25%);
6) New Donnelly Street ingress/egress;
7) Phase 1 Office Site Plan expiration date within one year from adoption date of the PUD

Amendment Ordinance; and
8) Traffic Impact Study required the submittal of the Phase 2 site plan.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 18, 2022, recommended approval of the First Reading of Ordinance No. 2022-01 and hold a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 15, 2021, recommended approval (vote 6-0) of the PUD Master Plan 2nd Amendment.

The Development Review Committee (DRC) on November 24, 2021, recommended approval with conditions of the proposed PUD Master Plan 2nd Amendment.

Budget Impact:
There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:
PUD Master Plan requests which address density and intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development: Objective 1.3. Attract new residential development.

Recommendation City Council to approve Final Reading and Adoption of Ordinance No. 2022-01.

Attachment(s):
1. Attachment 1 PZC Staff Report Donnelly Woods PUD Amendment (ADA)
2. Attachment 2 Legal Ad Publication 2nd Reading (ADA)
3. Ordinance 2022-01 2nd Amendment Donnelly Woods
4. Exhibit B PUD Master Plan 2nd Amendment

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 1/25/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/25/2022
	Jessica Burnham, City Clerk	Approved - 1/25/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

ATTACHMENT #1

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

DATE: December 15, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for 2nd PUD Amendment; Donnelly Woods (Project Name); 16.69 Acres (Site Area); East of Donnelly and North side of Limit Avenue. Site Address: 115 Limit Avenue (Location); Green Consulting Group, Inc. (Applicant); GC Development of Lake County, Inc. (Owners). Project No. PUD21-04AD

Recommendation:
Staff recommends approval of the above-referenced request.

Reference/Support:
Sections 3.4.5 of the City's *Land Development Code*
Resolution 2019-131 Preliminary PUD October 1, 2019
Ordinance No. 2020-02 Final PUD May 5, 2020
Ordinance No. 2021-02 1st PUD Amendment March 16, 2021

Background:
SITE SUMMARY:

Applicant:	Green Consulting Group, Inc – Timothy Green
Owner:	GC Development of Lake County, Inc. – Gerard G. Guenther, Jr.
Existing Use:	Vacant Land (Wooded)
Proposed Use:	Professional Office and Multiple-Family (Apartment) Residential MF Units: 164 Office: 24,000 sf
Building Height:	MF: 55 feet (4-Stories) Office: 35 feet
Current Zoning:	Planned Unit Development (PUD)
Site Area:	2.22 Overall Wetlands acres 16.69 Total Acres (both parcels/phases)

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	High Density	PUD	Assisted Living and Retirement
South	City	Medium Density	R-2	Single Family Dwellings
East	City	PLI	PLI	City Water Plant
West	City	CSRV/LD	PLI/ R-1A	Vacant Lands/SFR

Donnelly Woods Final Planned Unit Development (PUD) was approved by Ordinance 2020-02 on May 5, 2020. The PUD Master Plan was amendment by Ordinance No. 2021-02 on March 16, 2021. The 1st Amendment included additional office architectural design standards and remove the beatification contribution aspect.

The master planned community is located on the east of Donnelly and the north side of Limit Avenue (see attached Vicinity Map). The project has a total site area of approximately 16.69 acres for a two phase development: Phase one includes six office buildings fronting Limit Avenue and phase two will be developed as multiple-family.

The proposed changes to the PUD Master Plan include the following items:

1) Multiple-Family from 112 units to 164 units
Senior Housing Type Residents

2) Multiple-Family Building Height from 3-Stories 45 feet to 4-Stoires 55 feet

3) Multiple-Family parking ratio from 2 spaces per unit to 1.4 spaces per unit

4) Multiple-Family Architectural Elevations.

5) Total Open Spaces from 0.55% to 0.62% (required is 0.25%)

6) New Donnelly Street ingress/egress.

7) Phase 1 Office Site Plan expiration date within one year from adoption date of the PUD Amendment Ordinance.

8) Traffic Impact Study required with submittal of Phase 2 site plan.

Attachments:

Vicinity Map
Application
CPH Traffic Memo Dated November 15, 2021
PUD Master Plan Amendment

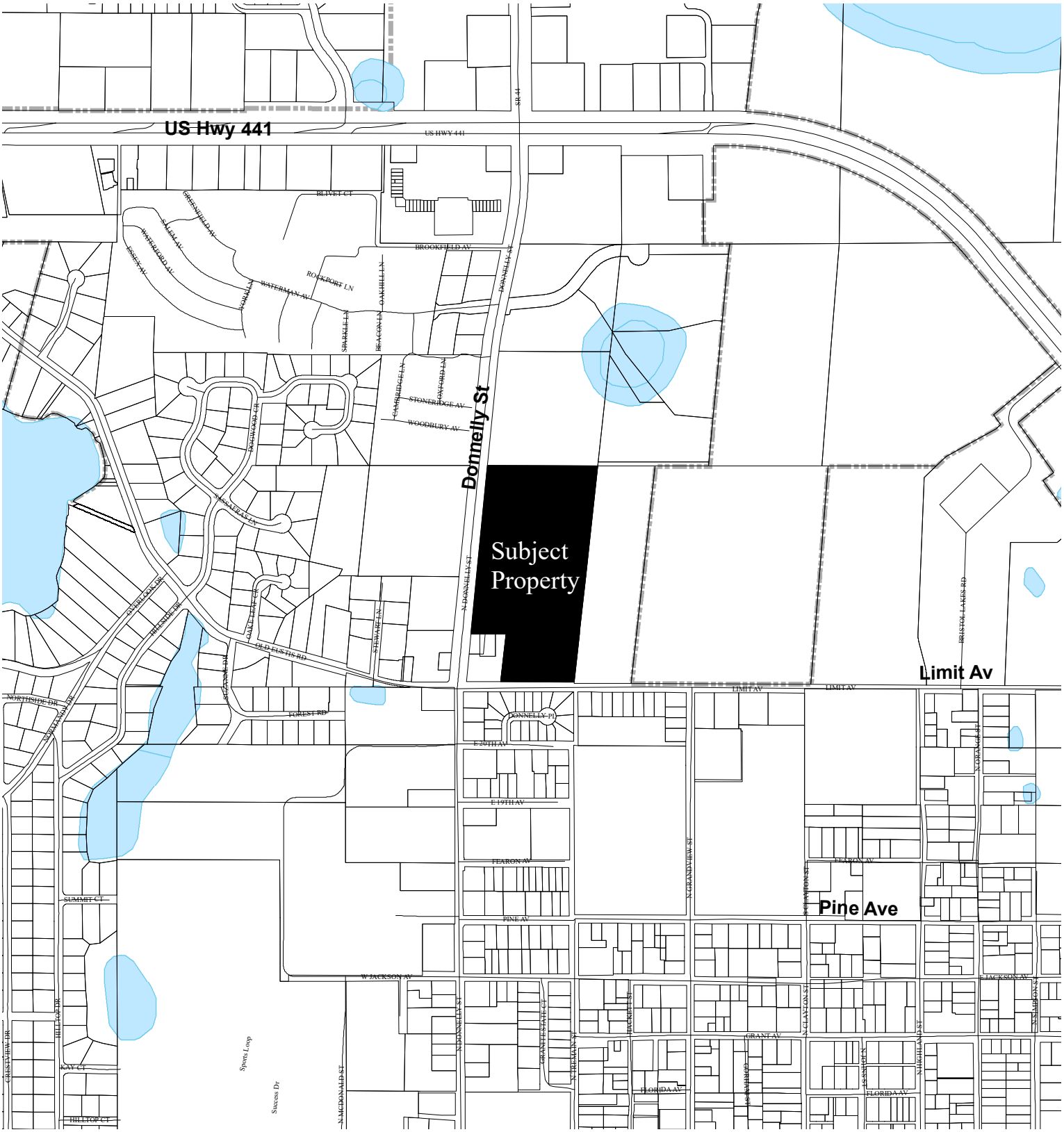
ATTACHMENT #1

Vicinity Map
Donnelly Woods

Legend

- Donnelly Woods
- City Limits

N



CITY OF MOUNT DORA

Map Date: 3/8/2019

ATTACHMENT #1

RECEIVED
By RagusaE at 4:04 pm, Nov 01, 2021

CITY OF MOUNT DORA

PUD21-04AD

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Date: November 1, 2021 Project Name: Donnelly Woods

Amendment: (1st, 2nd, 3rd, 1st)

1. Applicant's Name: Timothy W Green
   Company's Name: Green Consulting Group, Inc.
   Address: 4070 United Avenue
   City, State & Zip: Mount Dora, FL 32757
   Phone: 352-357-9241 E-mail: tgreen@greenconsultinggroup.com

2. Property Owner's Name(s): GC Development of Lake County, Inc.
   Company's Name: GC Development of Lake County, Inc.
   Address: P.O. Box 1273
   City, State & Zip: Mount Dora, FL 32757
   Phone: 352-397-4869 E-mail: Jake.guenther@g3development.com

3. Engineer's Name: Chuck Hiott PE
   Company's Name: HALFF Inc.
   Address: 903 North Sinclair Avenue
   City, State & Zip: Tavares, FL 32778
   Phone: 352-343-8481 E-mail: chiott@halff.com

4. Landscape Architect: Timothy W Green ASLA, AICP, LEED AP
   Company's Name: Green Consulting Group, Inc.
   Address: 4070 United Avenue
   City, State & Zip: Mount Dora, FL 32757
   Phone: 352-357-9241 E-mail: tgreen@greenconsultinggroup.com

ATTACHMENT #1

5. The property generally located and list adjacent streets: East of N Donnelly St and North of Limit Ave

6. Size of property in Acres: 16.76 Square Feet: 730,065.6

7. Zoning District: PUD Future Land Use Category: Low / Medium Density Residential

8. Provide description of the proposed use: PUD with office buildings and 166 MF dwellings for senior housing

9. State the reason for this request (attach written summary if additional space is needed):
Amend the existing PUD to allow for 166 Multifamily Senior apartments and direct access to Donnelly Street

10. Has an application been filed within the last 12 months (describe, if yes)? No

11. Provide justification (include data, analysis, etc): Change in the Markert of the area for addtional senior housing oppourtunites increase units to 18 DU as alowed on the northern site.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Owner/Applicant Signature

11/1/21
Date

AGENT LETTER

TO: City of Mount Dora Planning & Development Department

This will serve as written authorization for Timothy W. Green, ASLA, AICP, LEED AP, President of Green Consulting Group, Inc. to act as agent for the purpose of submitting and processing of a PUD Amendment Application for Lot 1 and 2 of Victoria Place per Plat Book 59, Page 59 of the Public Records of Lake County.

Signed:

_____ Date: 10-28-2021

Gerard G Guenther Jr

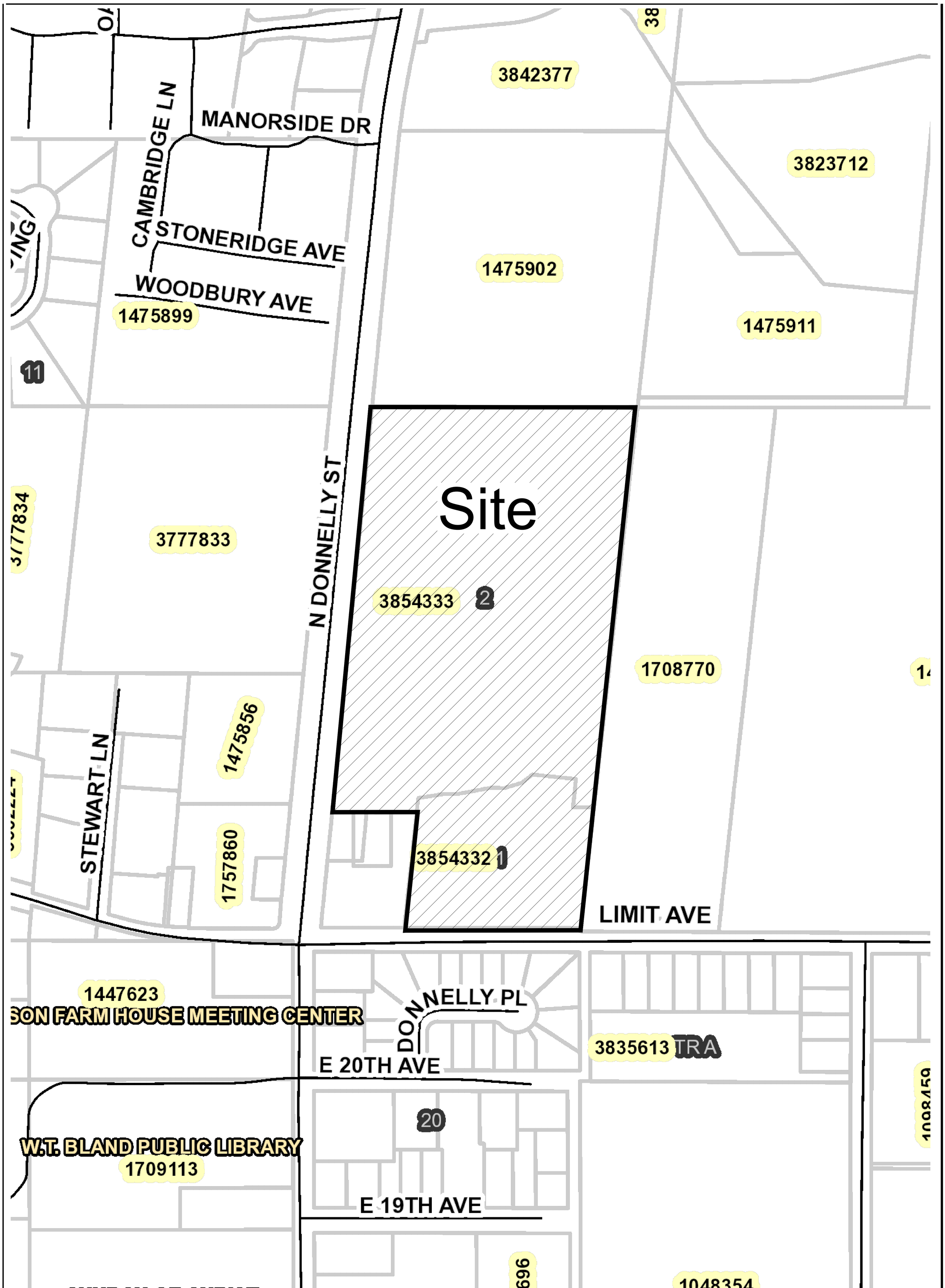
NOTARY PUBLIC
STATE OF Florida

Before me, the undersigned authority, personally appeared Gerard G Guenther Jr who acknowledges that he is appointing Timothy W. Green to act as his agent for the purpose of submitting a PUD Amendment Application for the above referenced property and that he did ____ or did not ✓ take an oath. Gerard G Guenther Jr is known to me ✓ or produced identification (type) _____ on this 28th day of October, 2021.

_____

Notary Public – State of Florida

Notary Public State of Florida
Michelle Villani
My Commission GG 212513
Expires 04/29/2022



Location Map

Donnelly Woods

Mount Dora, Florida

Drawing Number: 1410-23
Originated From: 1410-22
Date: November 4, 2019
Scale: 1" = 50'
Drawn By: JMA
Layout: 24"x36"

NORTH

Green Consulting Group, Inc.
Landscape Architecture ▪ Land Planning ▪ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ▪ Fax 352-357-9278 ▪ LC26000288

INSTRUMENT#: 2019014460 OR BK 5233 PG 201 PAGES: 2 2/6/2019 11:24:22 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$4200.00

Prepared by and return to:
Melanie H. Adams
Brokers Title of Longwood I, LLC
1110 Douglas Ave., Ste. 3000
Altamonte Springs, FL 32714

Property Appraiser's ID #: 19-19-27-0070-000-00100
Property Appraiser's ID #: 19-19-27-0070-000-00200

STATUTORY WARRANTY DEED

This indenture, made this 31st day of January, 2019, A.D., between Donnelly Woods Inc., Florida corporation, whose address is: 3387 Park Grove Court, Orlando, FL 32804 party of the first part, and GC Development of Lake County, Inc., a Florida corporation, whose address is: P. O. Box 1273, Mt. Dora, FL 32756 party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of $10.00 (Ten) dollars, to her or him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, her or his heirs and assigns forever, the following described land, to wit:

Lots 1 and 2 of VICTORIA PLACE, according to the map or plat thereof as recorded in Plat Book 59, Page 59, of the Public Records of Lake County, Florida.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered as to all Grantors
in the presence of:

ATTACHMENT #1

Signed, sealed and delivered as to all Grantors
in the presence of:

Donnelly Woods, Inc., a Florida corporation

Witness:

By Joseph B. Hursh, its President

FARID M. RAD
Witness Print Name:

Witness

Witness Print Name:

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me, a Notary Public, this 31st of Jan., 2019 by Joseph B. Hursh, as President of Donnelly Woods, Inc., who ( ) was/were personally known to me, or (✓) presented the following identification: FLDL.

My Commission Expires:

Signature of Notary

MELANIE H. ADAMS

MELANIE H. ADAMS
Notary Public - State of Florida
Commission # FF 909562
My Comm. Expires Sep 13, 2019
Bonded through National Notary Assn.

Architects
Environmental
M/E/P
Surveyors
Engineers
Landscape Architects
Planners
Transportation/Traffic

5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

Memo

Date:	November 11, 2021
To:	Vince Sandersfeld
Organization:	City of Mount Dora
From:	Sandra Gorman, PE
Re:	Traffic Impact Study – Proposed Methodology Letter Donnelly Woods Traffic Mobility Consultants

---

As requested, CPH has reviewed the methodology statement submitted for the Traffic Impact Analysis for the proposed Donnelly Woods Senior Living Facility prepared by Traffic Mobility Consultants dated November 1, 2021 and offer the following comments:

1) A Tier 2 Traffic Impact Study is required based upon the trip generation calculations.

2) Include a map highlighting the study area. The City of Mount Dora dictates that the study area include roadways within ½ the travel distance for the proposed use from the Lake County Impact Fee Schedule.

3) Include a table roadway characteristics and % capacity consumed for each of the regulated roadways within the study area of influence.

4) Please provide analysis for Existing, Background (non-project) and Future conditions. For each analysis scenario, identify any deficiencies within the analyzed intersections and roadway segments.

5) Driveway analysis is required and should include an evaluation for the need of turn lanes into the project.

6) Please note any roadway projects within the study area that are within the first 3 years of the work program.

7) A queue analysis should be included in the intersection analysis to identify adequacy of existing turn lanes for existing, background and future conditions.

8) Because of Florida Executive Order #2020-91 roadway data used from the analysis should be from 2019 with the appropriate growth rate applied. For the growth rate calculations, 2019 should be the latest year used in the historical evaluation.

9) Because of impact of the pandemic on traffic volumes, please use 2021 roadway volumes (if available) from Lake County or FDOT. If 2021 volumes are not available, please use 2019 volumes with the appropriate growth rate.

10) Growth rate calculations should utilize data through 2019 to eliminate the impact of the pandemic on the calculations. A minimum of 2% growth rate should be applied to traffic projections.

11) For the intersections, please use the peak season correction factors published by FDOT for 2019. The 2020 factors should not be used because of the closures associated with the pandemic.

If you have any questions concerning the methodology review, or would like to discuss these items in more detail, please do not hesitate to contact me.

2nd PUD Amendment
for
Donnelly Woods
Mount Dora, Florida

Project Team:

Planner / Landscape Architect

Green Consulting Group, Inc.
4070 United Ave
Mount Dora, Florida 32757
(352) 357-9241

Owner

GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
352-397-4869

Developer

Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

Civil Engineer

HALFF
902 North Sinclair Ave
Tavares, Florida 32778
(352) 343-8481

Traffic Engineer

Traffic & Mobility Consultants, LLC
3101 Maguire Boulevard Suite 265
Orlando, Florida 32803
(407) 531-5332

Architect

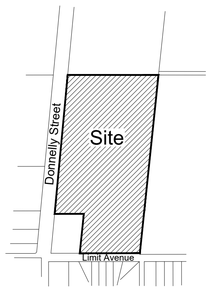
Meeks Partners
16000 Memorial Drive Suite 100
Houston, Texas 77079
(281) 558-8787

Surveyor

Freeland Clinkscales + Associates Inc. of NC
1910 S Grove St
Eustis, Florida 32726
(352) 357-0415

Index of Sheets:

Cover:	1 of 5
Final Master Plan:	2 of 5
Final Detail Sheet:	3 of 5
Conceptual Landscape:	4 of 5
Conceptual Landscape Details:	5 of 5
Architecture Preliminary Plan:	
Color Rendering:	
Unit Plans:	A-02 and A-03
Building Plans:	A-04 and A-05
Exterior Elevations:	A-06 and A-07
Survey:	Survey



Location Map
Scale: 1" = 500'

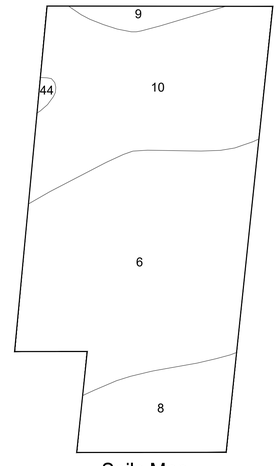
Legal Description:

LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel ID Numbers:

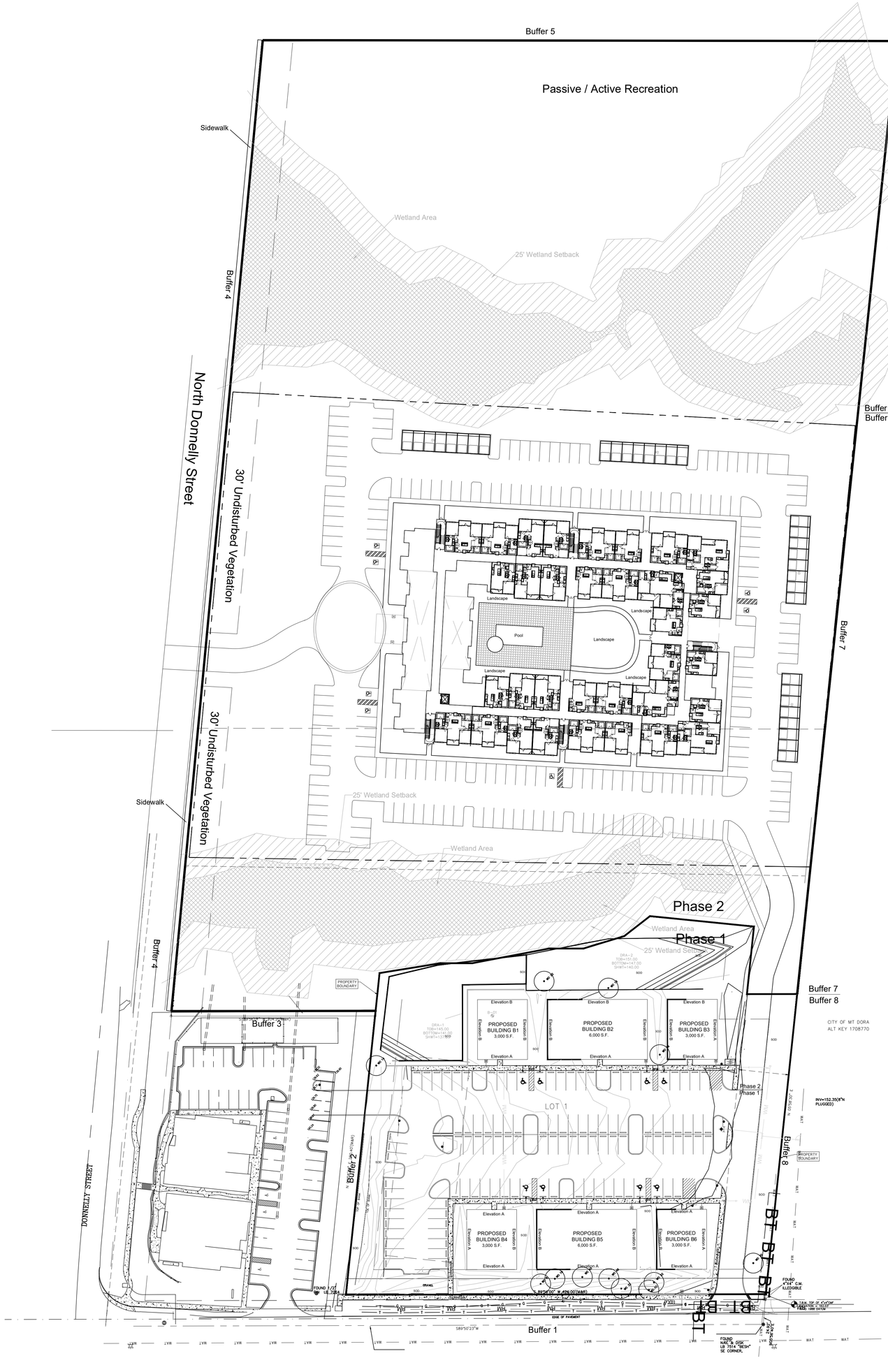
Lot 1:
Parcel Number: 19-19-27-0070-000-00100
Alternate Key: 3854332

Lot 2:
Parcel Number: 19-19-27-0070-000-00200
Alternate Key: 3854333



Soils Map
NTS

Soils Map:
6 - Apopka Sand, 5 to 12 percent slopes
8 - Candler sand, 0 to 5 percent slopes
9 - Candler sand, 5 to 12 percent slopes
10 - Candler sand, 5 to 12 percent slopes
44 - Swamp



ATTACHMENT #1

2 of 5

Final Master Plan

Donnelly Woods PUD

Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
Drawn By: PAH
Layout: 24"x36"

NORTH

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

OWNER
GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
(352) 397-4869

DEVELOPER
Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

NOTES:
Phase 1 = Lot 1
Phase 2 = Lot 2 & Limit Connection

TOTAL SITE:
Phase 1: 3.32 AC
Phase 2: 13.37 AC
Total PUD: 16.69 AC

EXISTING FUTURE LAND USE:
Phase 1: Residential Professional / Office
Phase 2: Low / Medium Density Residential
Phase 2: High Density Residential

PROPOSED USES:
Phase 1: Office Professional
Phase 1 permitted use shall follow those listed within the City's OP (Office Professional) Zoning District and includes Gym / Fitness Facilities.
Phase 2: Multi Family Residential

ZONING:
Phase 1: Existing PUD
Phase 2: Existing PUD

RESIDENTIAL
Multi - Family:
1 - 326' ± X 214' ± Building
164 Dwellings

DENSITY:
Maximum Density:
Total Site 13.37 AC (less undevelopable area):
10.00 AC - 1.53 AC Wetlands = 8.47 AC
8.47 AC X 18 = 152.46 du/ac
3.37 AC - 0.67 AC Wetlands = 2.70 AC
2.70 AC X 4 = 10.80 du/ac
152.46 + 10.80 = 163.26
Proposed Density:
164 Proposed Dwelling Units
164 / 16.69 = 9.83 du/ac

IMPERVIOUS SURFACE AREA ALLOWED: 0.68
Phase 1: 3.32 AC X 0.8 = 2.66 AC
Phase 2: 13.37 AC X 0.65 = 8.69 AC
Total PUD: 16.69 AC X 0.68 = 11.35 AC

IMPERVIOUS SURFACE AREA PROPOSED: 0.36
Phase 1: 3.32 AC X 0.65 = 2.16 AC
Phase 2: 13.37 AC X 0.29 = 3.88 AC
Total PUD: 16.69 AC X 0.36 = 6.04 AC

MAXIMUM PROPOSED BUILDING HEIGHT:
Phase 1: Office Professional Services: 35'
Phase 2: Multi - Family: 4 Story - 55'

BUILDING SETBACK MINIMUMS:

Buffer	Standard for Existing Zoning	PUD
1	25'	15'
2	10'	80'
3	10'	80'
4	25'	50'
5	25'	100'
6	10'	40'
7	10'	40'
8	10'	40'

ARCHITECTURAL:
Phase 1 subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements
Phase 2: See attached schematic plans.
Retaining wall height not to exceed 10'.

TYPE OF PLANNED UNIT DEVELOPMENT:
Mixed Use
Multi Family Residential
Dwelling Size (Living Area):
Apartment - Minimum: 687 sq.ft
164 Units
TOTAL DWELLING UNITS: 164
Office Professional
24,000 SQ FT

LIGHTING:
To be designed with Dark Sky Principles
Parking light poles and fixtures to be decorative in type

WETLANDS:
Phase 1: 0 AC
Phase 2: 2.22 AC
Total PUD: 2.22 AC

DEVELOPABLE AREA (less undevelopable area):
Phase 1: 3.32 AC
Phase 2: 11.15 AC
Total PUD: 14.47 AC

THE EXISTING SITE CONTAINS
Wetlands & Existing Natural Vegetation
The final engineering will provide for the natural stream flow through the site.

REQUIRED OPEN SPACE: 0.25
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.25 = 3.34 AC
Total PUD: 16.69 AC X 0.25 = 4.17 AC

PROPOSED OPEN SPACE: 0.62
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.72 = 9.56 AC
Total PUD: 16.69 AC X 0.62 = 10.39

WETLAND BUFFER:
Northern Wetland:
Northern Buffer: 50'
Southern Buffer: 25'
Southern Wetland:
Northern Buffer: 25'
Southern Buffer: 25'
Minimum Buffer: 15'

DEVELOPMENT REVIEW
All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the PUD.

UTILITIES
Water/sewer/re-use will be provided by the City of Mount Dora and constructed by the Owner to standards as contained in the Land Development Regulations.

TREE REPLACEMENT
Will follow the requirements of the Land Development Regulations.

CANOPY TREES
All replacement canopy trees will be 3.5" caliper and 15' in height.
All remaining canopy trees will be 2.5" caliper and 8' in height.

TRAFFIC
Traffic impacts will be mitigated as outlined in the Land Development Regulations.
The Final PUD shall be conditioned with further off-site improvements evaluated during each phase site plan. The applicant may be required to contribute and / or provide off-site improvements that may include turn lanes on Limit Avenue.

FIRE PREVENTION
All buildings will be in full compliance with the 6th edition of Florida Fire Prevention Code. Fire protection system mains on private property shall meet the requirements and shall be installed per NFPA 24, *Standard for the Installation of Private Fire Service Mains and Their Appurtenances* and/or NFPA 13, *Standard for the Installation of Sprinkler Systems* as adopted in the Florida Fire Prevention Code.

SIGNAGE
PUD Office Signage is To follow Zoning District regulations for OP Zoning.
PUD Multi-Family Signage is To follow Zoning District regulations for R-3 Zoning.

ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

PARKING
Phase 1 (Office Professional):
REQUIRED: 1 Space per 250 SQ FT = 96 Spaces
REQUIRED BICYCLE RACKS (Non - Residential):
5% of Required Parking=
96 x .05 = 4.8 = 5 Racks
Phase 2 (Multi-Family Residential):
REQUIRED: 1.4 Spaces per Dwelling and 1 Space per 3 Dwellings (Visitor Parking)
164 Dwellings
164 X 1.2 = 200 Residence Parking
164 / 3 = 24 Visitor Parking
200 + 24 = 224 Total Parking
Includes Garages
Total PUD:
331 PARKING SPACES
All parking (required and excess parking) within the PUD will be paved.

OFF STREET LOADING:
Multi - Family: (More than 100,000 Sq Ft) = 3 Berths
Office Professional: 20,000 to 100,000 Sq Ft = 2 Berths

LANDSCAPE BUFFERS:

Buffer	Standard for Existing Zoning	PUD
1	"a" 10' W / 3 C / 5 U / H	15' W / 3 C / 5 U / H / GC
2	"A" 25'W / 3 C / 5 U / H	25' W / 3 C / 5 U
3	None	80' W Minimum EUV
4	None	50' W Minimum with 30' EUV (Less Driveway)
5	"*" PUD Adjacent	100' W Minimum EUV
6	None	40' W Minimum Except for NT
7	None	20' W Average / 3 C / 5 U / H
8	"A" 25' W /3 C / 5 U / H	25' W / 3 C / 5 U / H

Key:
C: Canopy
U: Understory
H: Hedge
GC: Ground Cover
EUV: Existing Undisturbed Vegetation
W: Width
NT: Nature Trail
"A": Type "A"
"a": Type "a"

All Plantings are to be Florida #1 or Better.

The office building shall be subject to the architectual design requirements (Exhibit "C") of Donnelly Woods PUD Amendment Ordinance No. 2021-02 adopted on March 16, 2021.

The final engineering will provide for the national stream flow through the site.

TIME FRAME:

This PUD amendment shall restart the PUD approval time-frame of the City's Land Development Code including Phase 1 approved site plan.

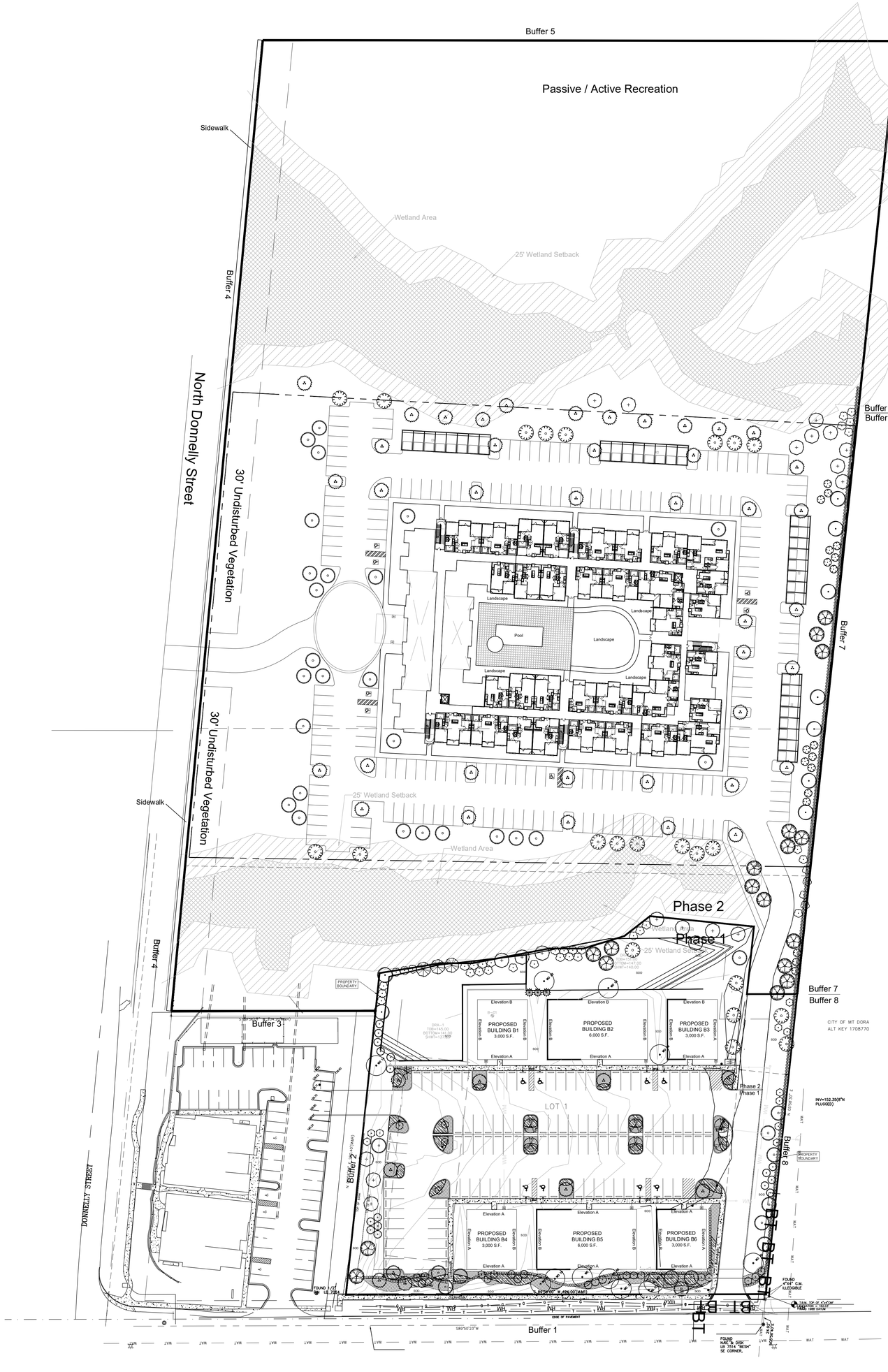
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Final Detail Sheet

Donnelly Woods PUD

Mount Dora, Florida



ATTACHMENT #1

For Informational Purposes Only 4 of 5

Conceptual Landscape Plan

Donnelly Woods PUD

Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
Drawn By: PAH
Layout: 24"x36"

NORTH

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

PLANT SCHEDULE PHASE 2

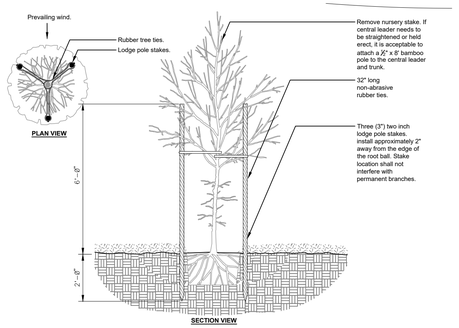
CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	9	Red Maple	Acer rubrum	65 gal	3.5"Cal	15`	As Shown	Native
	13	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15`	As Shown	Native
	7	Live Oak	Quercus virginiana	65 gal	3.5"Cal	15`	As Shown	Native
REPLACEMENT TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**CAL**	**SIZE**	**SPACING**	**REMARKS**
	16	Red Maple	Acer rubrum	65 gal	3.5"Cal	15`	As Shown	Native
	26	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15`	As Shown	Native
	40	Live Oak	Quercus virginiana	30 gal	3.5"Cal	15`	As Shown	Native
UNDERSTORY TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**CAL**	**SIZE**	**SPACING**	**REMARKS**
	18	Yaupon Holly	Ilex vomitoria	30 gal	2"Cal	6`	As Shown	Native
	12	Southern Wax Myrtle	Myrica cerifera	30 gal	2"Cal	6`	As Shown	Native
SHRUBS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**HEIGHT**	**WIDTH**	**SPACING**	**REMARKS**
	204	Anise	Illicium parviflorum	3 gal	30"		36" o.c.	Native

Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees			Understory Trees			Shrubs	
				required	provided	required	existing	provided	required	existing	provided	required	provided
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 lineal feet			5 per 100 lineal feet			hedge planted 36" on center	
	1	a	420.00'	15'	15'	13	32	13	21	0	21	Continuous Hedge 36" on center	TBD
	2	A	280.40'	25'	25'	9	3	9	14	0	14	0	0
	3	A	204.20'	80'	180'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	4	a	975.52'	50'	50'	30**	TBD	0	49**	0	0	EUV*	0
	5	A	634.32'	100'	290'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	6	A	374.03'	40'	634'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	7	A	584.76'	20' Average	20'	18	TBD	18	30	0	30	Continuous Hedge 36" on center	TBD
	8	A	301.56'	25'	25'	9	TBD	9	15	0	15	36" on center	TBD

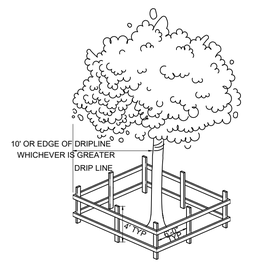
* EUV: Existing Undisturbed Vegetation
** Buffer 4 has a minimum of 30' of EUV
TBD: To be determined with the Tree Survey

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
ALL PLANTS ARE TO FLORIDA #1 OR BETTER.
ALL PLANTS ARE FLORIDA FRIENDLY.
AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL LANDSCAPED AREAS, INCLUDING A RAIN
SENSOR SHUTOFF DEVICE.
ALL LAWN AREAS TO BE BAHIA SOD.
ALL ISLANDS ARE TO BE PLANTED WITH 100% SHRUBS / GROUND COVERS



TREE STAKING
Not to Scale



BARRIER SHOULD BE EITHER 10 FEET FROM THE TRUNK OF THE TREE OR AT THE EDGE OF THE DRIPLINE, WHICHEVER IS GREATER.
FOR THE BARRIER, THE CITY RECOMMENDS SAFETY BARRICADE FENCING. IF NOT AVAILABLE, 1X2 STRINGERS AND 2X4 POSTS ARE ACCEPTABLE.
TREE PROTECTION DETAIL
NOT TO SCALE

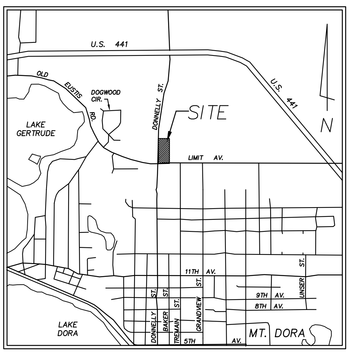
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Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Conceptual Landscape Details

Donnelly Woods PUD
Mount Dora, Florida

ATTACHMENT #1

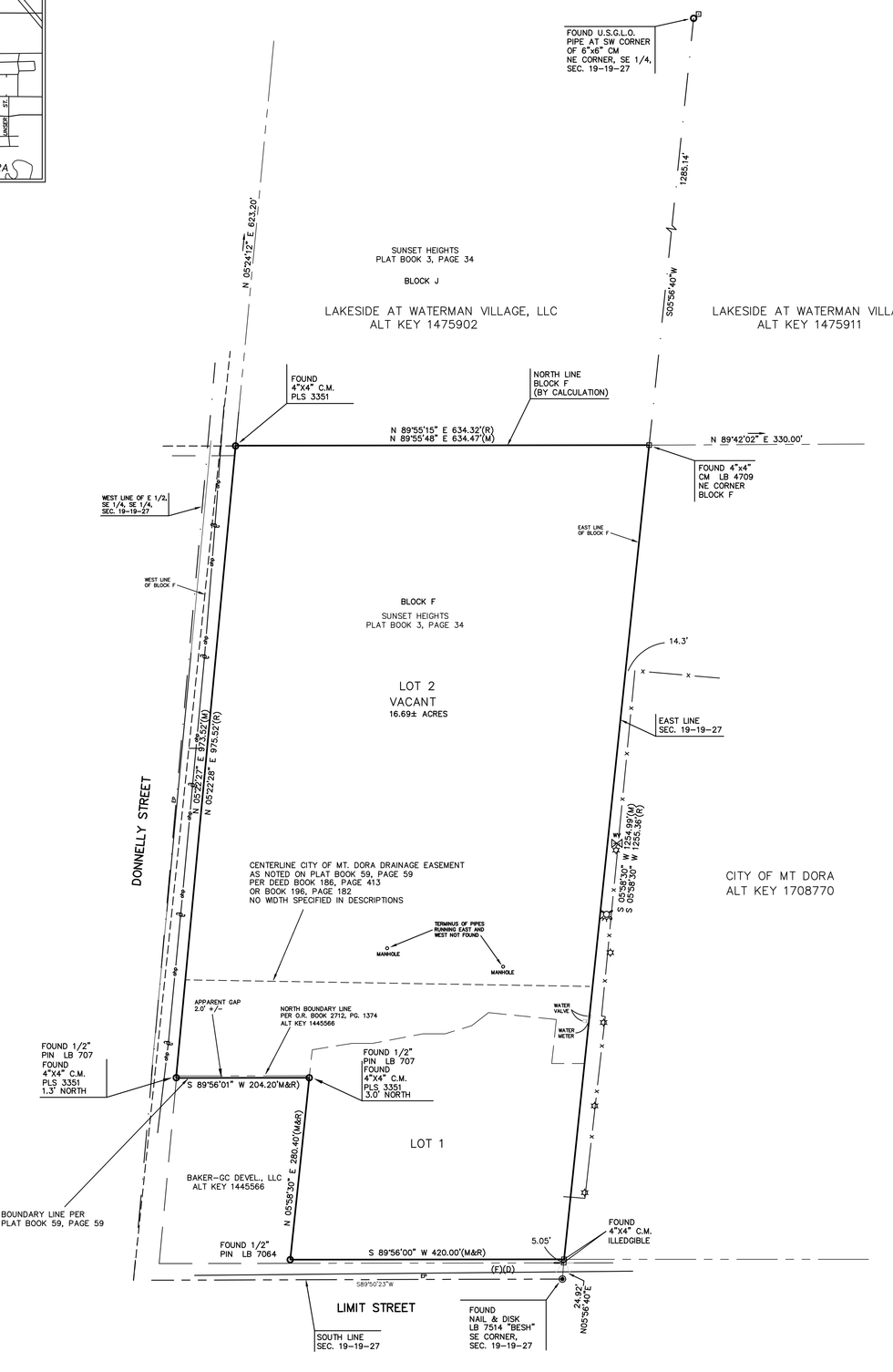


LOCATION MAP
NOT TO SCALE

DESCRIPTION

LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND		
○	IPF	IRON PIN FOUND
○	IPS	IRON PIN SET
○	PT	POINT-No Monumentation
Ⓓ		STORM DRAIN MANHOLE
GV		GAS VALVE
FH		FIRE HYDRANT
Ⓢ		SEWER MANHOLE
□		CATCH BASIN
		CURB INLET
Ⓦ		WATER METER
WV		WATER VALVE
		TRANSFORMER
△		TELEPHONE PEDESTAL
□		CABLE BOX
☼		LIGHT POLE
		POWER POLE
◉		CLEAN OUT
—ohp—		OVERHEAD POWER LINE
—ss—		SEWER LINE
—x—		FENCE
	P.O.B.	POINT OF BEGINNING
	P.O.C.	Point of Commencement
	(M)	MEASURED
	(R)	RECORD



SCALE
100'

Surveyor's Notes

1... Bearing Basis is a plat bearing of S 05°58'30" W along the East line of lots 1 and 2.
2... Subject to easements and restrictions of Record.
3... A portion of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 120421 0250 E dated 12-18-12.
4... This Survey is based on the Description provided, Plat information, Found Monumentation and other data acquired by this firm.
5... Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
6... This is not a certificate of title, zoning or freedom of encumbrances.
7... Certification is limited only to the party or parties named hereon.
8... Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.
9... The scope of this survey does not address environmental matters, jurisdictional boundaries and hazardous waste concerns should any of the foregoing exist.
10... Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown.

SCHEDULE B-2 EASEMENT NOTES

Commitment Number: 7103573
Effective Date: 7/5/2018

4. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of VICTORIA PLACE, recorded in Plat Book 59, Page 59, of the Public Records of Lake County, Florida. AFFECTS AND PLOTTED AS SHOWN HEREON.

5. Ordinance No. 728, annexing property to the City of Mount Dora as recorded 09/30/1998, in Official Records Book 1648, Page 483. AFFECTS BUT NOT PLOTTABLE

6. Easements and restrictions as cited in Resolution No. 2000-25 vacating certain unnamed roadways recorded 06/08/2001, in Official Records Book 1957, Page 2024. AFFECTS BUT NOT PLOTTABLE

CERTIFIED TO:

GC Development of Lake County, Inc.
Donnelly Woods, Inc.
Commonwealth Land Title Insurance Company

Plat of Boundary Survey for
GC Development of Lake County, Inc.
Donnelly & Limit Ave.
City of Mt Dora, Lake County, Florida
Lots 1 and 2, Victoria Place

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

Fulton V. Clinkscales, Jr., Surveyor #4986

FULTON V. CLINKSCALES JR. OFFICE — No. 4986 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

No.	REVISIONS	Date
1	xxxxx xxxx	xx/xx/xx

FREELAND - CLINKSCALES + ASSOCIATES, INC. of NC
*Engineers * Land Surveyors*
201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
1910 S. GROVE ST. EUSTIS, FL 32726
(352) 357-0415
(352) 589-8093 (Fax) LB 7064

REF. PLAT BOOK	59/59
REF. O.R. BOOK	xxxx/xxxx
ALT. KEY#	3854333, 3854332
PARTY CHIEF	SCL
DRAWN	SCL
DATE	JAN. 7, 2019
DWG.NO.	F39005

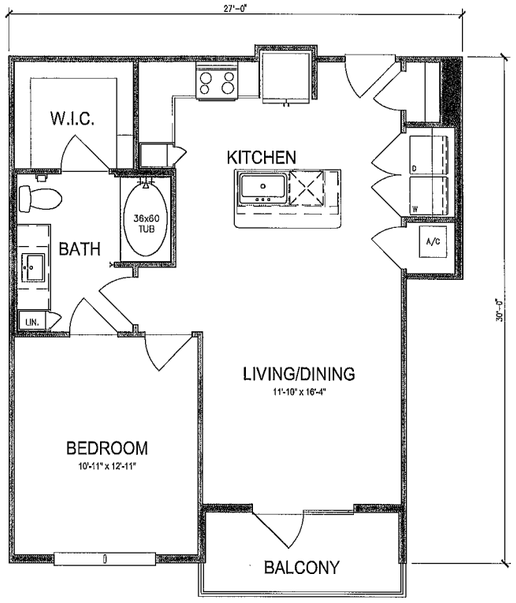
ATTACHMENT #1

MT DORA ACTIVE ADULT

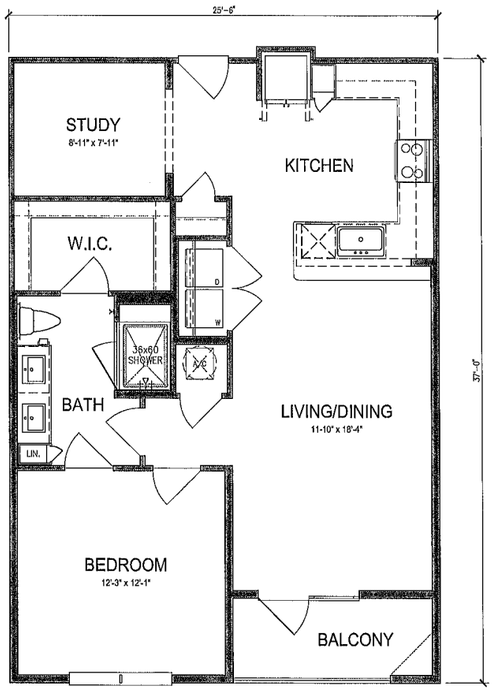
MT DORA, FLORIDA - LIBERTY SENIOR LIVING



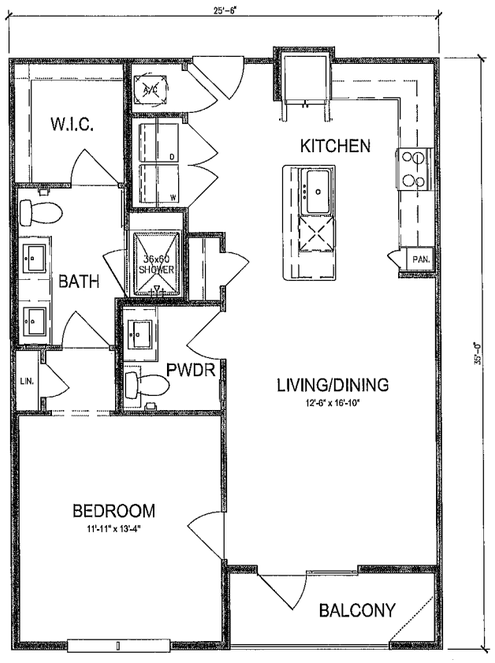
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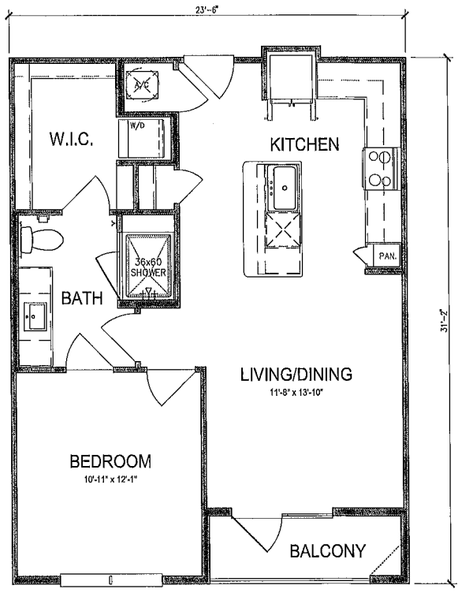
4 UNIT A4
1/4"=1'-0"
NET SF = 721
GROSS SF = 780



3 UNIT A3
1/4"=1'-0"
NET SF = 884
GROSS SF = 946



2 UNIT A2
1/4"=1'-0"
NET SF = 838
GROSS SF = 895



1 UNIT A1
1/4"=1'-0"
NET SF = 687
GROSS SF = 735

2021 10 13

UNIT PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY ACTIVE ADULT

MEEKS PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-02

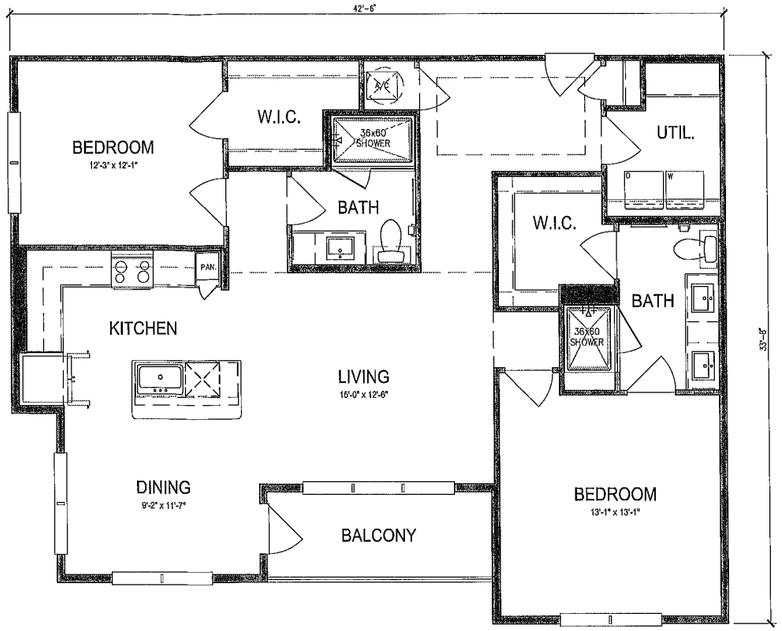
JOB NO. 21071

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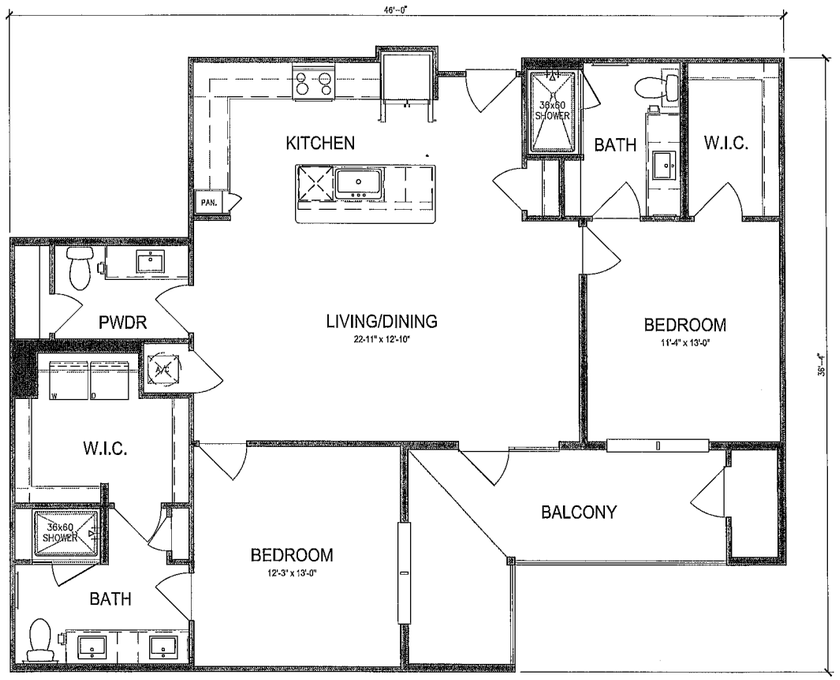
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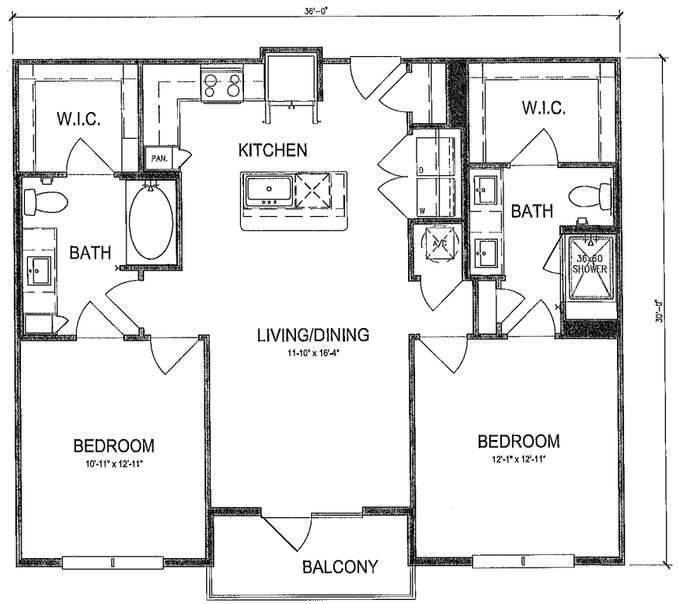
ATTACHMENT #1



2 UNIT B2
1/4"=1'-0"
NET SF = 1262
GROSS SF = 1333



3 UNIT B3
1/4"=1'-0"
NET SF = 1282
GROSS SF = 1455



1 UNIT A1
1/4"=1'-0"
NET SF = 1048
GROSS SF = 1107

2021 10 13

UNIT PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-03

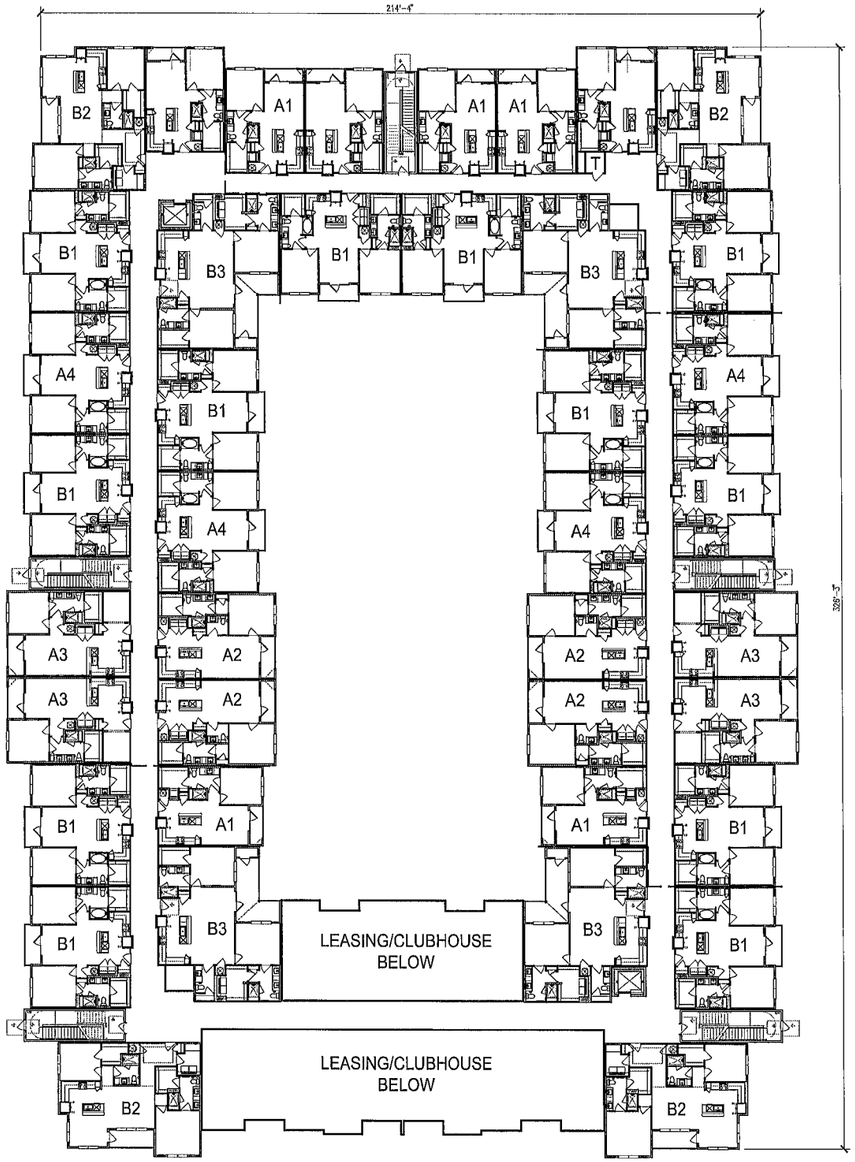
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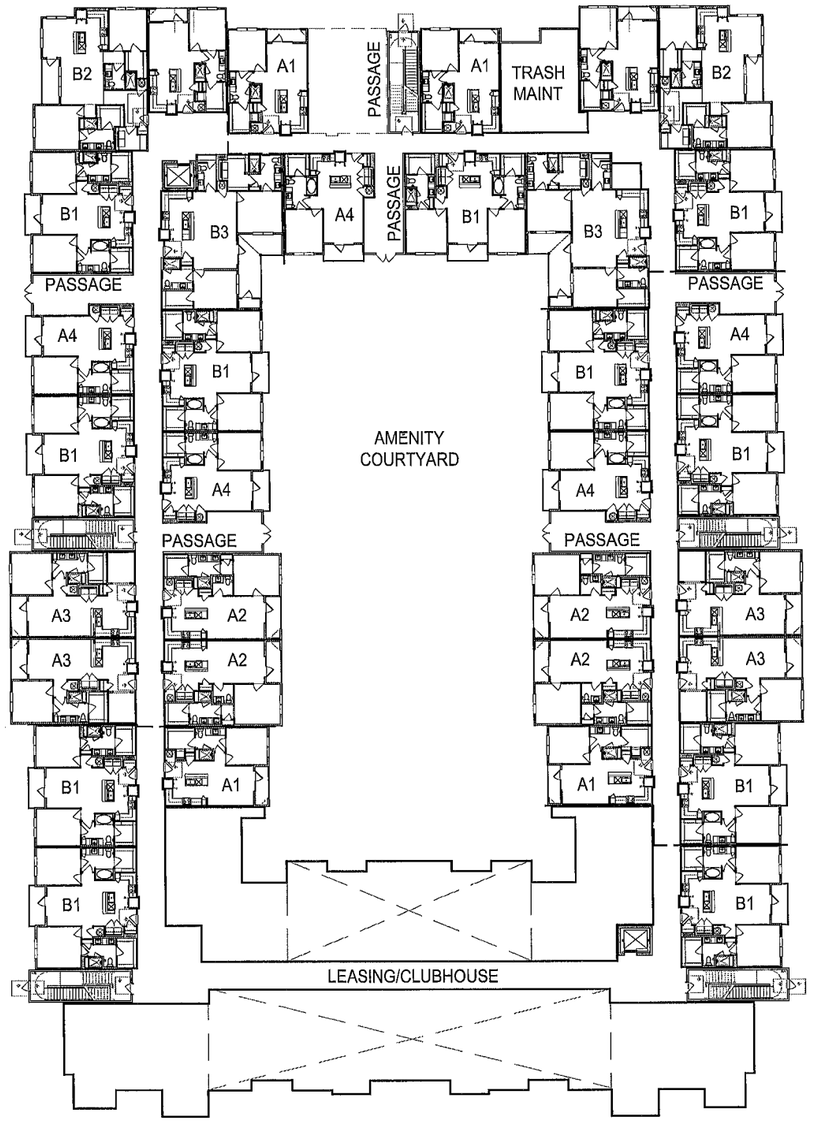
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ATTACHMENT #1



2 BUILDING PLAN - LVL 02
1" = 20'-0"



1 BUILDING PLAN - LVL 01
1" = 20'-0"

2021 10 13

BUILDING PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
19000 Memorial Drive
Suite 100
Houston, Texas 77079
2815585787

A-04

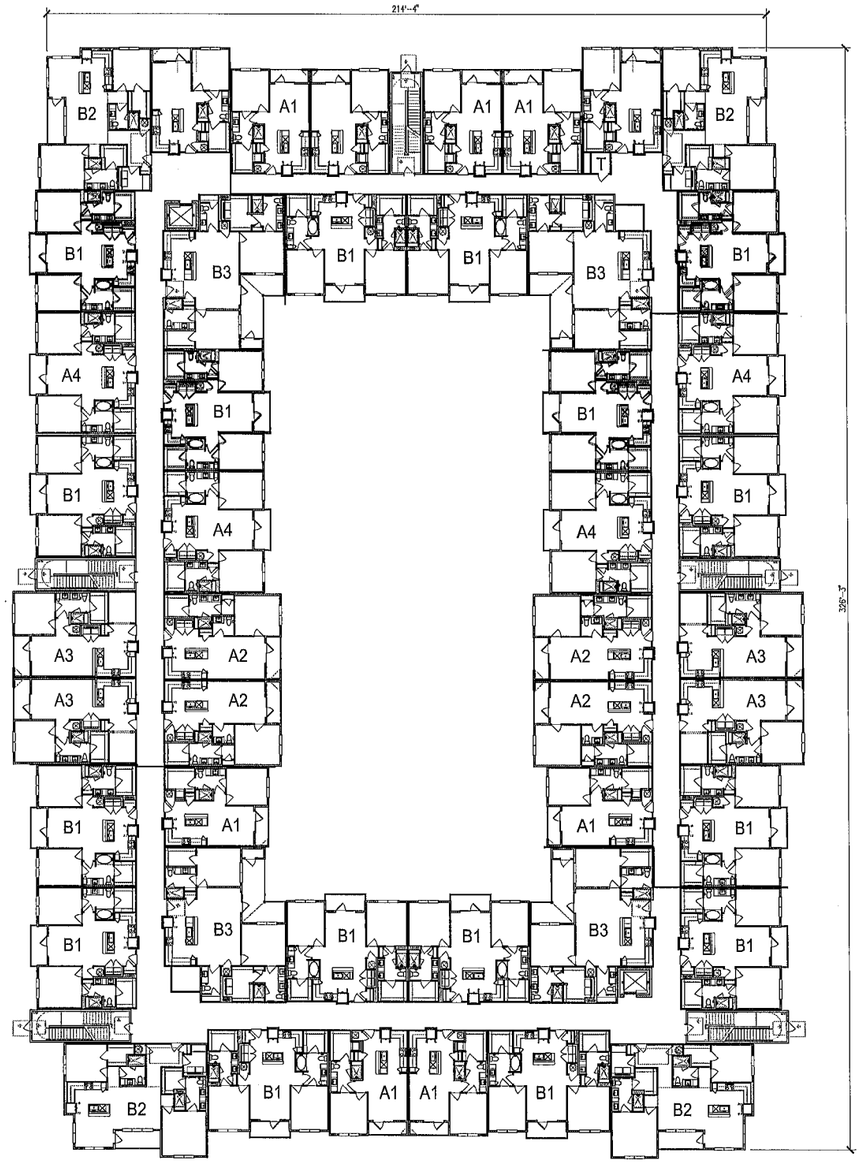
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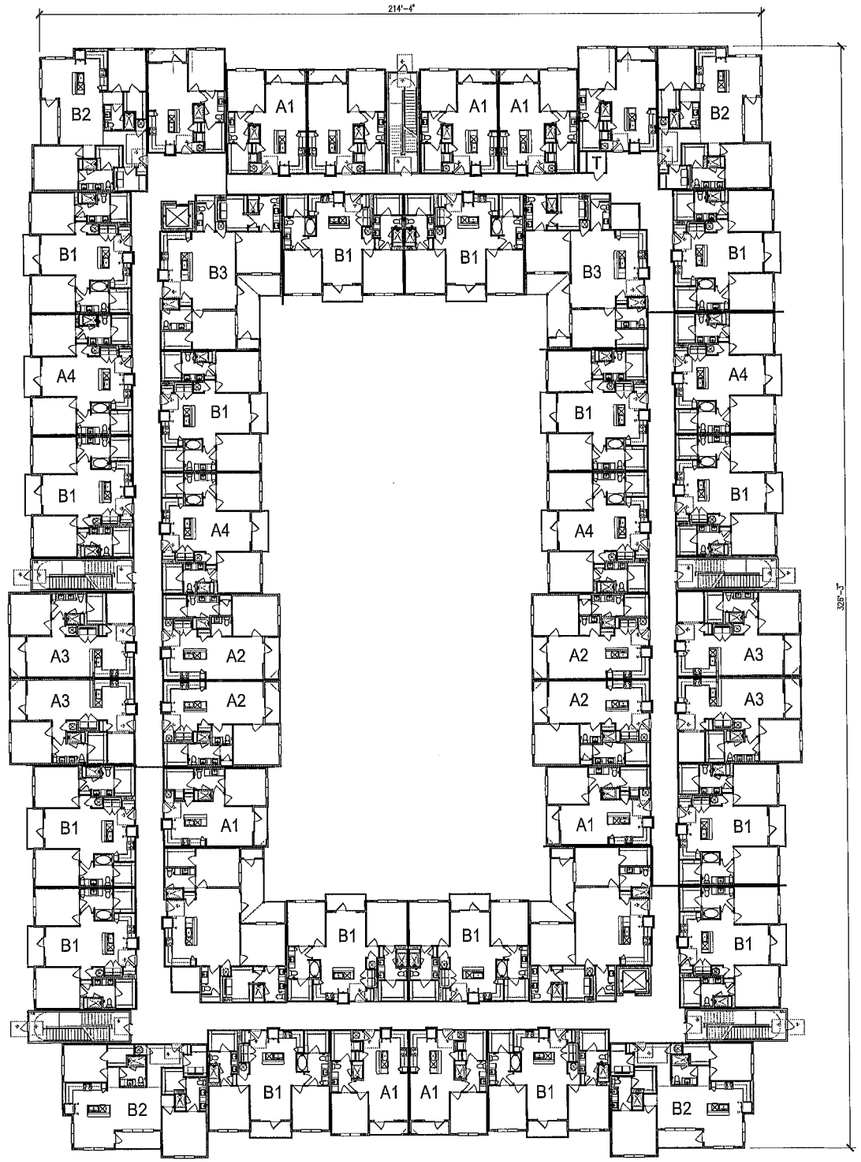
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ATTACHMENT #1



2 BUILDING PLAN - LVL 04
1" = 20'-0"



1 BUILDING PLAN - LVL 03
1" = 20'-0"

2021 10 13

BUILDING PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
2815584787

A-05

JOB NO 2107.1

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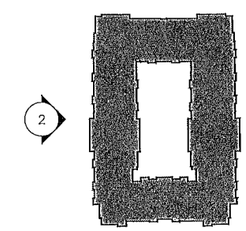


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.

2021 10 13

EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT

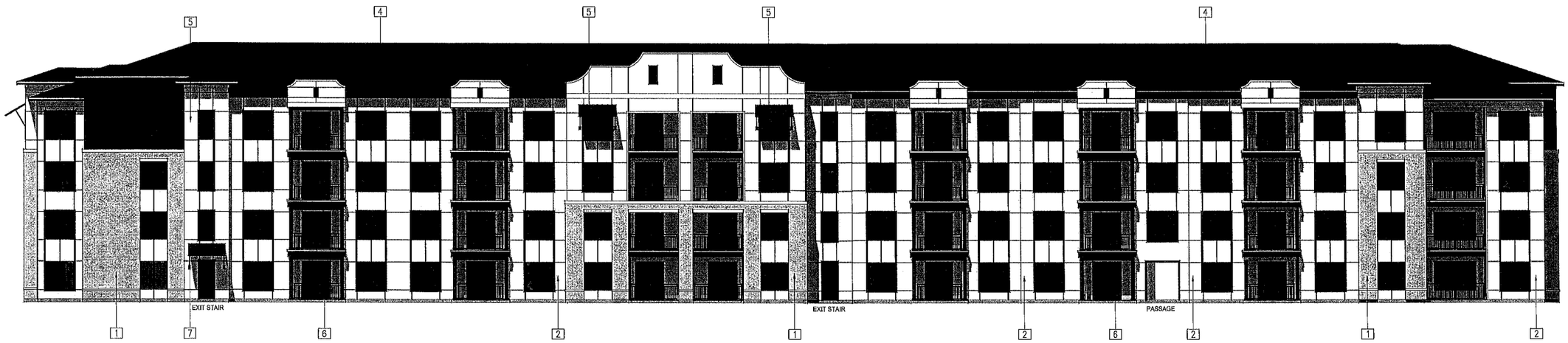
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

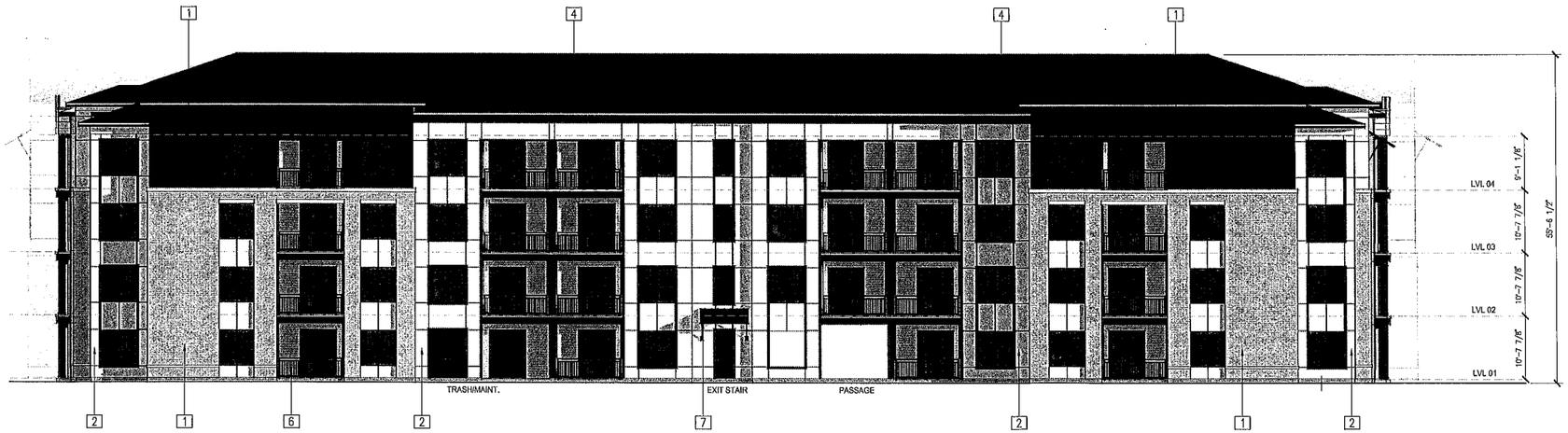
A-06

JOB NO: 21071

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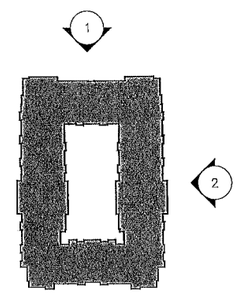


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
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7	METAL AWNING



1 KEYMAP
N.T.S.

2021 10 13

EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-07

JOB NO. 21071

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ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-01
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-01. The final public hearing on the ordinance will be held on Tuesday, February 1, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-01 is as follows:

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR DONNELLY WOODS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SECOND AMENDMENT TO THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 21, 2022

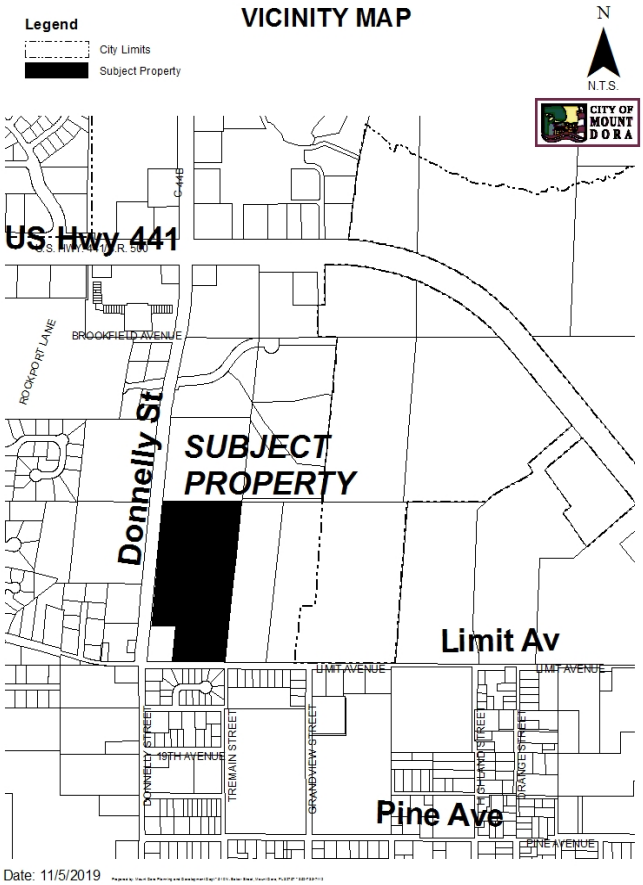
ATTACHMENT #2

NOTICE OF ZONING CHANGE
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes First Reading of Ordinance No. 2022-01 2nd Amendment to the Donnelly Woods PUD Master Plan for the lands within the area shown in the map in this advertisement. This meeting is to be held on **Tuesday, February 1, 2022 at 6:00 p.m**. or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR DONNELLY WOODS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SECOND AMENDMENT TO THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Interested parties may appear at the above meeting and be heard with respect to the proposed amendment to the Planned Unit Development.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: January 21, 2022

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR DONNELLY WOODS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SECOND AMENDMENT TO THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GC Development of Lake County, Inc., is the property owner (Property Owner) of that property more particularly described in **Exhibit "A"** attached hereto (Property); and

WHEREAS, a preliminary development plan for the rezoning of the Property to Planned Unit Development (PUD) was approved by the City of Mount Dora on October 1, 2019, by way of Resolution 2019-131, for the project entitled "Donnelly Woods"; and

WHEREAS, on May 5, 2020, the City adopted Ordinance 2020-02, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Donnelly Woods PUD; and

WHEREAS, on March 16, 2021, the City adopted Ordinance 2021-02, amending the Donnelly Woods PUD Master Plan for inclusion of architectural design standards for the office portion of the PUD Master Plan among other revisions, which said Ordinance 2021-02 shall remain active with the terms and conditions enumerated in the Donnelly Woods PUD Master Plan; and

WHEREAS, Property Owner has requested amendment to the development conditions for the Donnelly Woods PUD for a maximum 166 residential multi-family units designed for senior housing, design standards, and modifications to the site ingress/egress; and

WHEREAS, the revisions to the terms and conditions to the Donnelly Woods PUD are consistent with the City's Comprehensive Plan and the underlying Residential High Density (18.0 dwelling units per acre or less), Low-Medium Density Residential (4.0 dwelling units per acre or less) and Residential Professional/Office Future Land Use designations for the Property; and

WHEREAS, the City of Mount Dora has received public input related to the requested revisions to the Donnelly Woods PUD; and

WHEREAS, the City of Mount Dora has received a recommendation of approval from City staff and the City's Planning and Zoning Commission related to the revisions to the Donnelly Woods PUD; and

WHEREAS, the City of Mount Dora finds the requested revisions to the Donnelly Woods PUD to be in the best interest of the citizens of the City of Mount Dora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

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

SECTION 2. Amending Ordinance No.: 2020-02 - Donnelly Woods Planned Unit Master Plan Terms and Conditions by Replacing with Amended Master Plan.

City of Mount Dora Ordinance No.: 2020-02, Section 2, Rezoning and Approval of Donnelly Woods Terms and Conditions, Exhibit "B" is hereby amended as follows:

(a) The PUD Master Plan is hereby replaced in its entirety with **Exhibit "B"** attached hereto. The Property shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the Master Plan for Donnelly Woods attached hereto as **Exhibit "B",** which shall be the controlling master plan for the Property.

(b) The Donnelly Woods PUD shall be subject to the Architectural Design Standards set forth in in adopted Ordinance No. 2021-02 incorporated as part of the controlling master plan for the Property.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the revisions to the Donnelly Woods PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **Non-Codification and Scrivener's Errors.** The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Ordinances or parts of Ordinances 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 Ordinance 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 Ordinance.

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

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____ 2022.

_____
CRISSY STILE
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"
Property Legal Description

Lots 1 and 2 of Victoria Place, according to the Plat therefore as duly recorded in Plat Book 59, Page 59, Public Records of Lake County, Florida.

EXHIBIT "B"

Donnelly Woods PUD Master Plan

2nd PUD Amendment
for
Donnelly Woods
Mount Dora, Florida

Project Team:

Planner / Landscape Architect

Green Consulting Group, Inc.
4070 United Ave
Mount Dora, Florida 32757
(352) 357-9241

Owner

GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
352-397-4869

Developer

Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

Civil Engineer

HALFF
902 North Sinclair Ave
Tavares, Florida 32778
(352) 343-8481

Traffic Engineer

Traffic & Mobility Consultants, LLC
3101 Maguire Boulevard Suite 265
Orlando, Florida 32803
(407) 531-5332

Architect

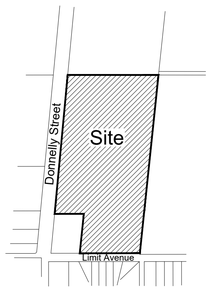
Meeks Partners
16000 Memorial Drive Suite 100
Houston, Texas 77079
(281) 558-8787

Surveyor

Freeland Clinkscales + Associates Inc. of NC
1910 S Grove St
Eustis, Florida 32726
(352) 357-0415

Index of Sheets:

Cover:	1 of 5
Final Master Plan:	2 of 5
Final Detail Sheet:	3 of 5
Conceptual Landscape:	4 of 5
Conceptual Landscape Details:	5 of 5
Architecture Preliminary Plan:	
Color Rendering:	
Unit Plans:	A-02 and A-03
Building Plans:	A-04 and A-05
Exterior Elevations:	A-06 and A-07
Survey:	Survey



Location Map
Scale: 1" = 500'

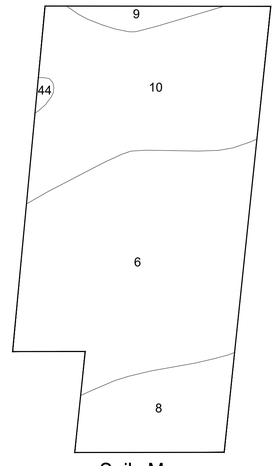
Legal Description:

LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel ID Numbers:

Lot 1:
Parcel Number: 19-19-27-0070-000-00100
Alternate Key: 3854332

Lot 2:
Parcel Number: 19-19-27-0070-000-00200
Alternate Key: 3854333



Soils Map
NTS

Soils Map:
6 - Apopka Sand, 5 to 12 percent slopes
8 - Candler sand, 0 to 5 percent slopes
9 - Candler sand, 5 to 12 percent slopes
10 - Candler sand, 5 to 12 percent slopes
44 - Swamp

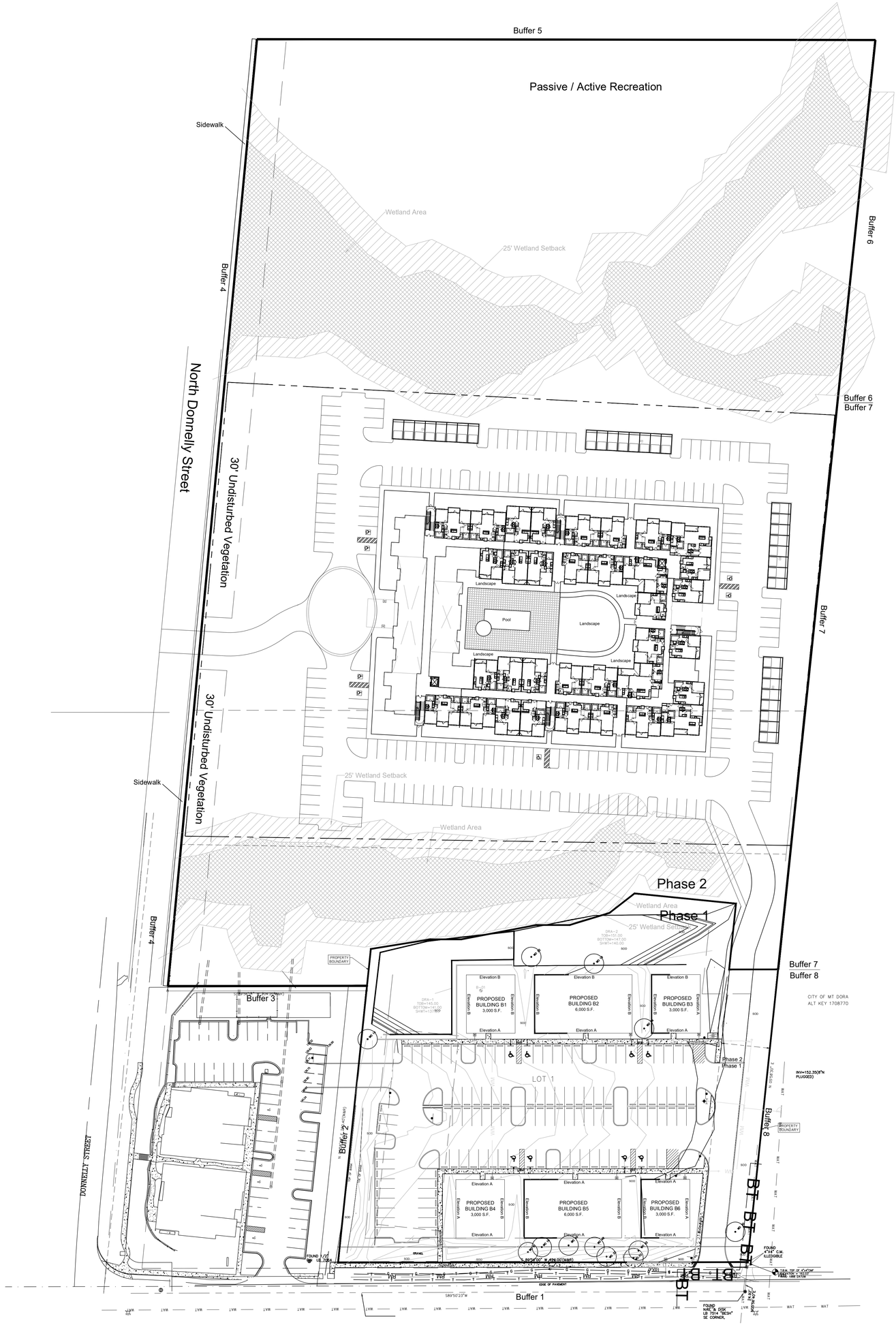


Exhibit "B"

2 of 5

Final Master Plan

Donnelly Woods PUD

Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
Drawn By: PAH
Layout: 24"x36"

NORTH

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

OWNER
GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
(352) 397-4869

DEVELOPER
Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

NOTES:
Phase 1 = Lot 1
Phase 2 = Lot 2 & Limit Connection

TOTAL SITE:
Phase 1: 3.32 AC
Phase 2: 13.37 AC
Total PUD: 16.69 AC

EXISTING FUTURE LAND USE:
Phase 1: Residential Professional / Office
Phase 2: Low / Medium Density Residential
Phase 2: High Density Residential

PROPOSED USES:
Phase 1: Office Professional
Phase 1 permitted use shall follow those listed within the City's OP (Office Professional) Zoning District and includes Gym / Fitness Facilities.
Phase 2: Multi Family Residential

ZONING:
Phase 1: Existing PUD
Phase 2: Existing PUD

RESIDENTIAL
Multi - Family:
1 - 326' ± X 214' ± Building
164 Dwellings

DENSITY:
Maximum Density:
Total Site 13.37 AC (less undevelopable area):
10.00 AC - 1.53 AC Wetlands = 8.47 AC
8.47 AC X 18 = 152.46 du/ac
3.37 AC - 0.67 AC Wetlands = 2.70 AC
2.70 AC X 4 = 10.80 du/ac
152.46 + 10.80 = 163.26
Proposed Density:
164 Proposed Dwelling Units
164 / 16.69 = 9.83 du/ac

IMPERVIOUS SURFACE AREA ALLOWED: 0.68
Phase 1: 3.32 AC X 0.8 = 2.66 AC
Phase 2: 13.37 AC X 0.65 = 8.69 AC
Total PUD: 16.69 AC X 0.68 = 11.35 AC

IMPERVIOUS SURFACE AREA PROPOSED: 0.36
Phase 1: 3.32 AC X 0.65 = 2.16 AC
Phase 2: 13.37 AC X 0.29 = 3.88 AC
Total PUD: 16.69 AC X 0.36 = 6.04 AC

MAXIMUM PROPOSED BUILDING HEIGHT:
Phase 1: Office Professional Services: 35'
Phase 2: Multi - Family: 4 Story - 55'

BUILDING SETBACK MINIMUMS:

Buffer	Standard for Existing Zoning	PUD
1	25'	15'
2	10'	80'
3	10'	80'
4	25'	50'
5	25'	100'
6	10'	40'
7	10'	40'
8	10'	40'

ARCHITECTURAL:
Phase 1 subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements
Phase 2: See attached schematic plans.
Retaining wall height not to exceed 10'.

TYPE OF PLANNED UNIT DEVELOPMENT:
Mixed Use
Multi Family Residential
Dwelling Size (Living Area):
Apartment - Minimum: 687 sq.ft
166 Units
TOTAL DWELLING UNITS: 166
Office Professional
24,000 SQ FT

LIGHTING:
To be designed with Dark Sky Principles
Parking light poles and fixtures to be decorative in type

WETLANDS:
Phase 1: 0 AC
Phase 2: 2.22 AC
Total PUD: 2.22 AC

DEVELOPABLE AREA (less undevelopable area):
Phase 1: 3.32 AC
Phase 2: 11.15 AC
Total PUD: 14.47 AC

THE EXISTING SITE CONTAINS
Wetlands & Existing Natural Vegetation
The final engineering will provide for the natural stream flow through the site.

REQUIRED OPEN SPACE: 0.25
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.25 = 3.34 AC
Total PUD: 16.69 AC X 0.25 = 4.17 AC

PROPOSED OPEN SPACE: 0.62
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.72 = 9.56 AC
Total PUD: 16.69 AC X 0.62 = 10.39

WETLAND BUFFER:
Northern Wetland:
Northern Buffer: 50'
Southern Buffer: 25'
Southern Wetland:
Northern Buffer: 25'
Southern Buffer: 25'
Minimum Buffer: 15'

DEVELOPMENT REVIEW
All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the PUD.

UTILITIES
Water/sewer/re-use will be provided by the City of Mount Dora and constructed by the Owner to standards as contained in the Land Development Regulations.

TREE REPLACEMENT
Will follow the requirements of the Land Development Regulations.

CANOPY TREES
All replacement canopy trees will be 3.5" caliper and 15' in height.
All remaining canopy trees will be 2.5" caliper and 8' in height.

TRAFFIC
Traffic impacts will be mitigated as outlined in the Land Development Regulations.
The Final PUD shall be conditioned with further off-site improvements evaluated during each phase site plan. The applicant may be required to contribute and / or provide off-site improvements that may include turn lanes on Limit Avenue.

FIRE PREVENTION
All buildings will be in full compliance with the 6th edition of Florida Fire Prevention Code. Fire protection system mains on private property shall meet the requirements and shall be installed per NFPA 24, *Standard for the Installation of Private Fire Service Mains and Their Appurtenances* and/or NFPA 13, *Standard for the Installation of Sprinkler Systems* as adopted in the Florida Fire Prevention Code.

SIGNAGE
PUD Office Signage is To follow Zoning District regulations for OP Zoning.
PUD Multi-Family Signage is To follow Zoning District regulations for R-3 Zoning.

ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

PARKING
Phase 1 (Office Professional):
REQUIRED: 1 Space per 250 SQ FT = 96 Spaces
REQUIRED BICYCLE RACKS (Non - Residential):
5% of Required Parking=
96 x .05 = 4.8 = 5 Racks
Phase 2 (Multi-Family Residential):
REQUIRED: 1.4 Spaces per Dwelling and 1 Space per 3 Dwellings (Visitor Parking)
164 Dwellings
164 X 1.2 = 200 Residence Parking
164 / 3 = 24 Visitor Parking
200 + 24 = 224 Total Parking
Includes Garages
Total PUD:
331 PARKING SPACES
All parking (required and excess parking) within the PUD will be paved.

OFF STREET LOADING:
Multi - Family: (More than 100,000 Sq Ft) = 3 Berths
Office Professional: 20,000 to 100,000 Sq Ft = 2 Berths

LANDSCAPE BUFFERS:

Buffer	Standard for Existing Zoning	PUD
1	"a" 10' W / 3 C / 5 U / H	15' W / 3 C / 5 U / H / GC
2	"A" 25'W / 3 C / 5 U / H	25' W / 3 C / 5 U
3	None	80' W Minimum EUV
4	None	50' W Minimum with 30' EUV (Less Driveway)
5	"*" PUD Adjacent	100' W Minimum EUV
6	None	40' W Minimum Except for NT
7	None	20' W Average / 3 C / 5 U / H
8	"A" 25' W /3 C / 5 U / H	25' W / 3 C / 5 U / H

Key:
C: Canopy
U: Understory
H: Hedge
GC: Ground Cover
EUV: Existing Undisturbed Vegetation
W: Width
NT: Nature Trail
"A": Type "A"
"a": Type "a"

All Plantings are to be Florida #1 or Better.

The office building shall be subject to the architectual design requirements (Exhibit "C") of Donnelly Woods PUD Amendment Ordinance No. 2021-02 adopted on March 16, 2021.

The final engineering will provide for the national stream flow through the site.

TIME FRAME:

This PUD amendment shall restart the PUD approval time-frame of the City's Land Development Code including Phase 1 approved site plan.

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Final Detail Sheet

Donnelly Woods PUD

Mount Dora, Florida



Exhibit "B"

For Informational Purposes Only 4 of 5

Conceptual Landscape Plan

Donnelly Woods PUD

Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
Drawn By: PAH
Layout: 24"x36"

NORTH

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

PLANT SCHEDULE PHASE 2

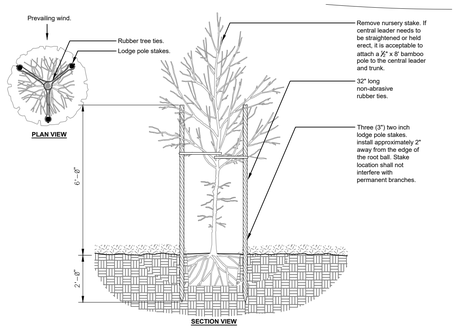
CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	9	Red Maple	Acer rubrum	65 gal	3.5"Cal	15`	As Shown	Native
	13	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15`	As Shown	Native
	7	Live Oak	Quercus virginiana	65 gal	3.5"Cal	15`	As Shown	Native
REPLACEMENT TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**CAL**	**SIZE**	**SPACING**	**REMARKS**
	16	Red Maple	Acer rubrum	65 gal	3.5"Cal	15`	As Shown	Native
	26	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15`	As Shown	Native
	40	Live Oak	Quercus virginiana	30 gal	3.5"Cal	15`	As Shown	Native
UNDERSTORY TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**CAL**	**SIZE**	**SPACING**	**REMARKS**
	18	Yaupon Holly	Ilex vomitoria	30 gal	2"Cal	6`	As Shown	Native
	12	Southern Wax Myrtle	Myrica cerifera	30 gal	2"Cal	6`	As Shown	Native
SHRUBS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**HEIGHT**	**WIDTH**	**SPACING**	**REMARKS**
	204	Anise	Illicium parviflorum	3 gal	30"		36" o.c.	Native

Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees			Understory Trees			Shrubs	
				required	provided	required	existing	provided	required	existing	provided	required	provided
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 lineal feet			5 per 100 lineal feet			hedge planted 36" on center	
	1	a	420.00'	15'	15'	13	32	13	21	0	21	Continuous Hedge 36" on center	TBD
	2	A	280.40'	25'	25'	9	3	9	14	0	14	0	0
	3	A	204.20'	80'	180'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	4	a	975.52'	50'	50'	30**	TBD	0	49**	0	0	EUV*	0
	5	A	634.32'	100'	290'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	6	A	374.03'	40'	634'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	7	A	584.76'	20' Average	20'	18	TBD	18	30	0	30	Continuous Hedge 36" on center	TBD
	8	A	301.56'	25'	25'	9	TBD	9	15	0	15	36" on center	TBD

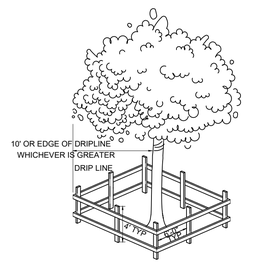
* EUV: Existing Undisturbed Vegetation
** Buffer 4 has a minimum of 30' of EUV
TBD: To be determined with the Tree Survey

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
ALL PLANTS ARE TO FLORIDA #1 OR BETTER.
ALL PLANTS ARE FLORIDA FRIENDLY.
AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL LANDSCAPED AREAS, INCLUDING A RAIN
SENSOR SHUTOFF DEVICE.
ALL LAWN AREAS TO BE BAHIA SOD.
ALL ISLANDS ARE TO BE PLANTED WITH 100% SHRUBS / GROUND COVERS



TREE STAKING
Not to Scale



BARRIER SHOULD BE EITHER 10 FEET FROM THE TRUNK OF THE TREE OR AT THE EDGE OF THE DRIPLINE, WHICHEVER IS GREATER.
FOR THE BARRIER, THE CITY RECOMMENDS SAFETY BARRICADE FENCING. IF NOT AVAILABLE, 1X2 STRINGERS AND 2X4 POSTS ARE ACCEPTABLE.
TREE PROTECTION DETAIL
NOT TO SCALE

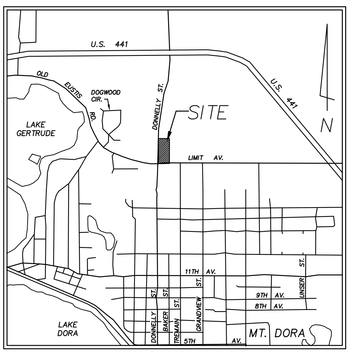
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Conceptual Landscape Details

Donnelly Woods PUD
Mount Dora, Florida

Exhibit "B"

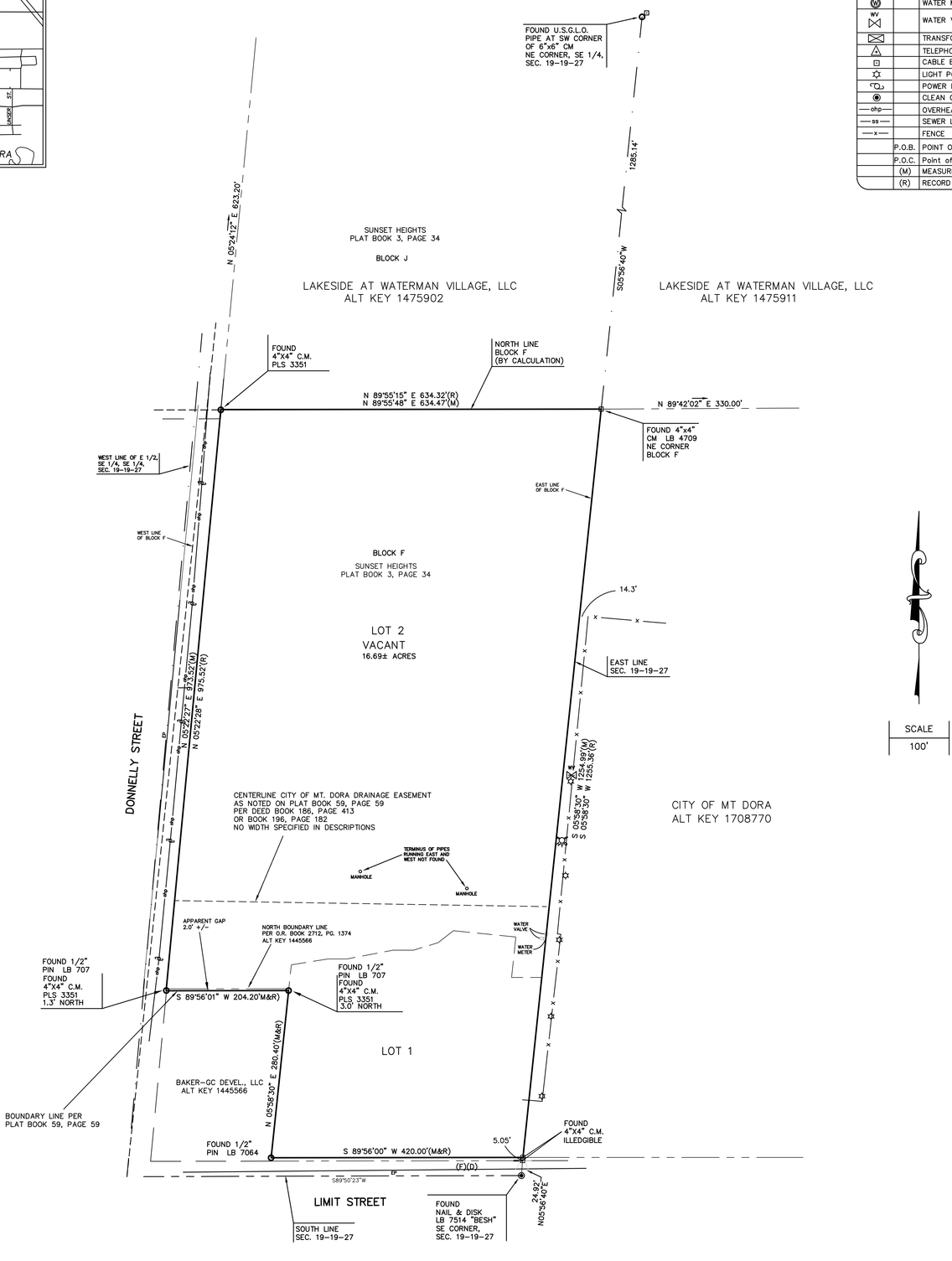


LOCATION MAP
NOT TO SCALE

DESCRIPTION

LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND		
○	IPF	IRON PIN FOUND
○	IPS	IRON PIN SET
○	PT	POINT-No Monumentation
Ⓓ		STORM DRAIN MANHOLE
GV		GAS VALVE
FH		FIRE HYDRANT
Ⓢ		SEWER MANHOLE
□		CATCH BASIN
		CURB INLET
Ⓦ		WATER METER
WV		WATER VALVE
		TRANSFORMER
△		TELEPHONE PEDESTAL
⊡		CABLE BOX
☼		LIGHT POLE
		POWER POLE
◉		CLEAN OUT
—ohp—		OVERHEAD POWER LINE
—ss—		SEWER LINE
—x—		FENCE
	P.O.B.	POINT OF BEGINNING
	P.O.C.	Point of Commencement
	(M)	MEASURED
	(R)	RECORD



Surveyor's Notes

1... Bearing Basis is a plat bearing of S 05°58'30" W along the East line of lots 1 and 2.
2... Subject to easements and restrictions of Record.
3... A portion of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 120421 0250 E dated 12-18-12.
4... This Survey is based on the Description provided, Plat information, Found Monumentation and other data acquired by this firm.
5... Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
6... This is not a certificate of title, zoning or freedom of encumbrances.
7... Certification is limited only to the party or parties named hereon.
8... Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.
9... The scope of this survey does not address environmental matters, jurisdictional boundaries and hazardous waste concerns should any of the foregoing exist.
10... Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown.

SCHEDULE B-2 EASEMENT NOTES

Commitment Number: 7103573
Effective Date: 7/5/2018

4. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of VICTORIA PLACE, recorded in Plat Book 59, Page 59, of the Public Records of Lake County, Florida. AFFECTS AND PLOTTED AS SHOWN HEREON.

5. Ordinance No. 728, annexing property to the City of Mount Dora as recorded 09/30/1998, in Official Records Book 1648, Page 483. AFFECTS BUT NOT PLOTTABLE

6. Easements and restrictions as cited in Resolution No. 2000-25 vacating certain unnamed roadways recorded 06/08/2001, in Official Records Book 1957, Page 2024. AFFECTS BUT NOT PLOTTABLE

CERTIFIED TO:

GC Development of Lake County, Inc.
Donnelly Woods, Inc.
Commonwealth Land Title Insurance Company

Plat of Boundary Survey for
GC Development of Lake County, Inc.
Donnelly & Limit Ave.
City of Mt Dora, Lake County, Florida
Lots 1 and 2, Victoria Place

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

Fulton V. Clinkscales, Jr., Surveyor #4986

FULTON V. CLINKSCALES JR. OFFICE — No. 4986 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

No.	REVISIONS	Date
1	xxxxx xxxx	xx/xx/xx

FREELAND - CLINKSCALES + ASSOCIATES, INC. of NC
*Engineers * Land Surveyors*
201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
1910 S. GROVE ST. EUSTIS, FL 32726
(352) 357-0415
(352) 589-8093 (Fax) LB 7064

REF. PLAT BOOK	59/59
REF. O.R. BOOK	xxxx/xxxx
ALT. KEY#	3854333, 3854332
PARTY CHIEF	SCL
DRAWN	SCL
DATE	JAN. 7, 2019
DWG.NO.	F39005

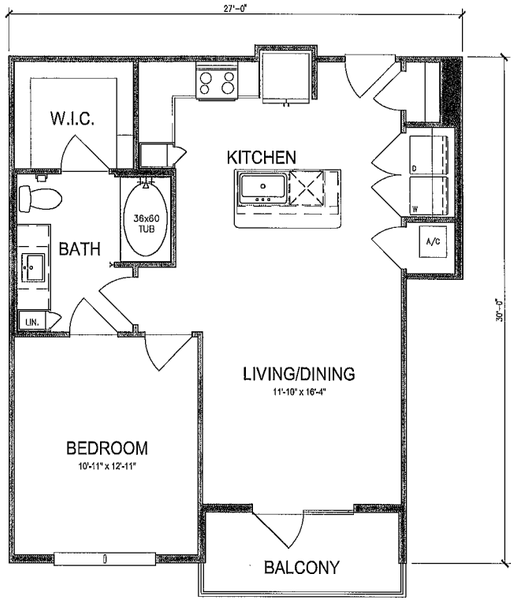
Exhibit "B"

MT DORA ACTIVE ADULT

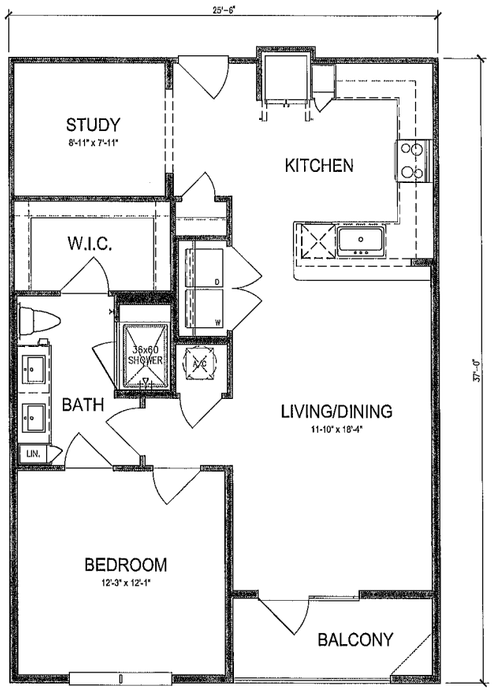
MT DORA, FLORIDA - LIBERTY SENIOR LIVING



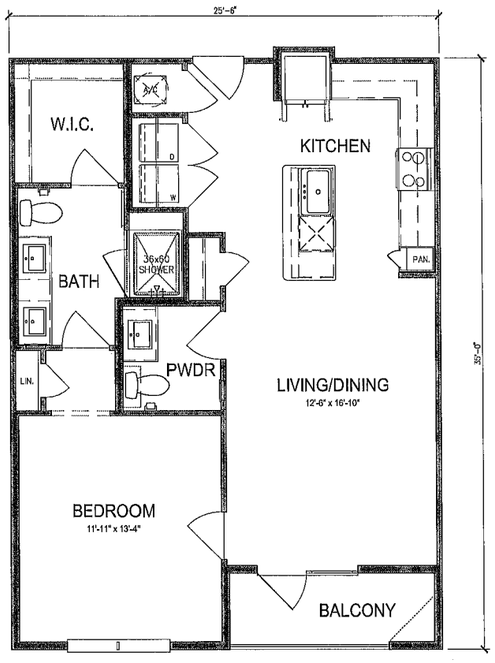
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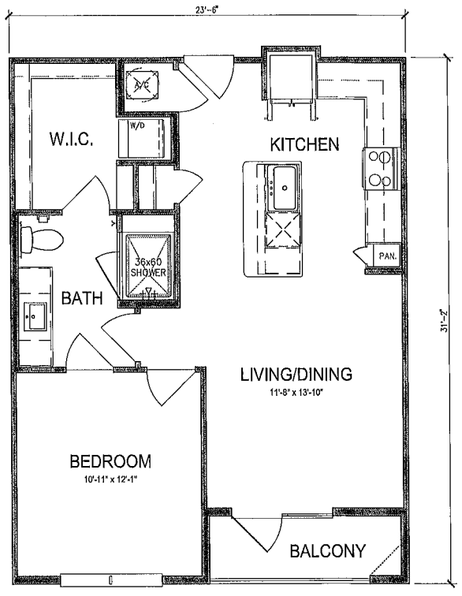
4 UNIT A4
1/4"=1'-0"
NET SF = 721
GROSS SF = 780



3 UNIT A3
1/4"=1'-0"
NET SF = 884
GROSS SF = 946



2 UNIT A2
1/4"=1'-0"
NET SF = 838
GROSS SF = 895



1 UNIT A1
1/4"=1'-0"
NET SF = 687
GROSS SF = 735

2021 10 13

UNIT PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY ACTIVE ADULT

MEEKS PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-02

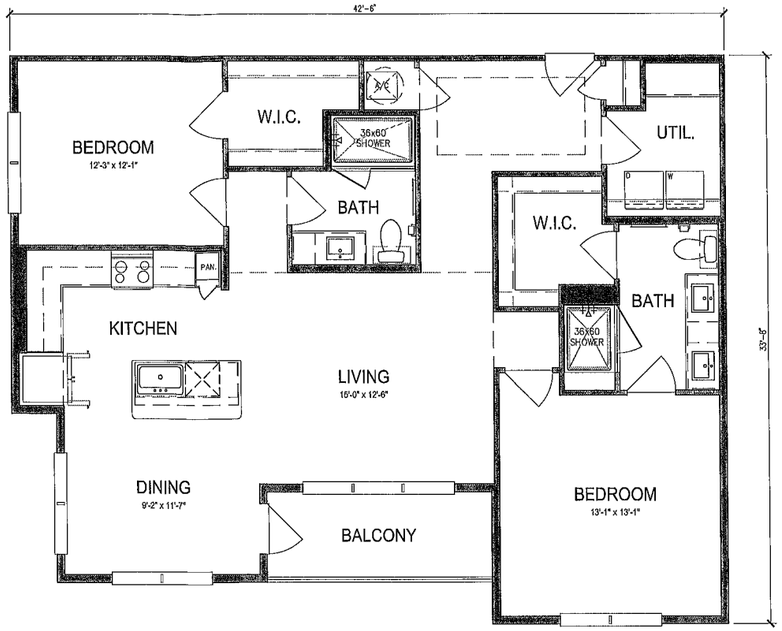
JOB NO. 21071

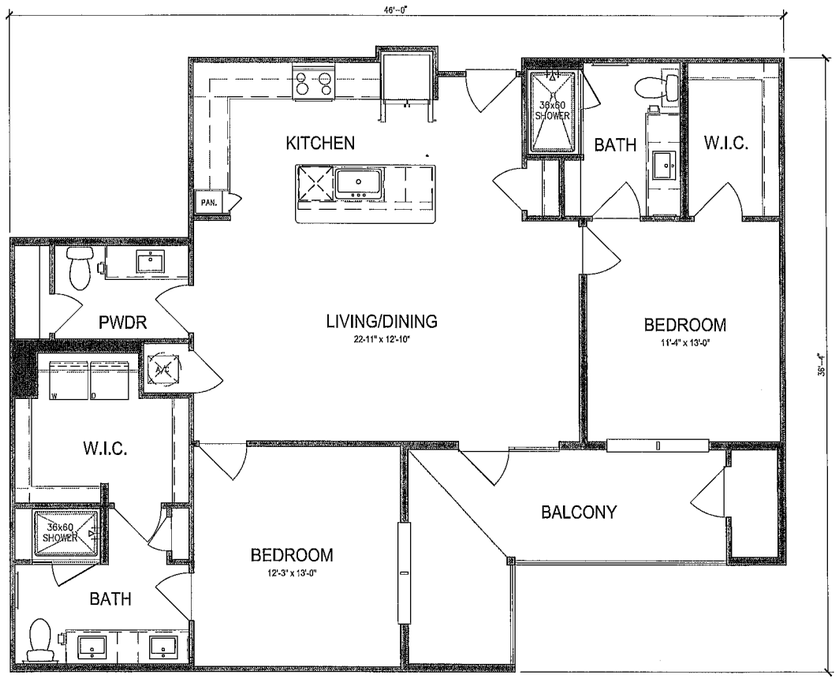
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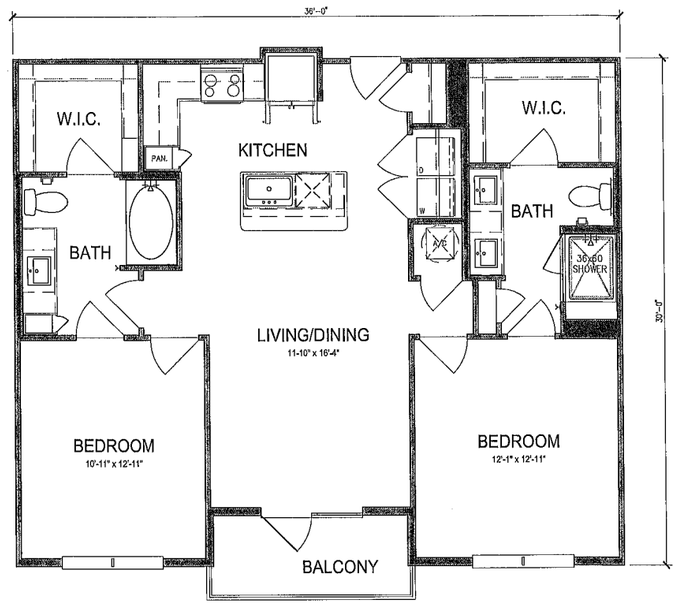
Exhibit "B"





3 UNIT B3
1/4"=1'-0"
NET SF = 1282
GROSS SF = 1455

2 UNIT B2
1/4"=1'-0"
NET SF = 1262
GROSS SF = 1333



1 UNIT A1
1/4"=1'-0"
NET SF = 1048
GROSS SF = 1107

2021 10 13

UNIT PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

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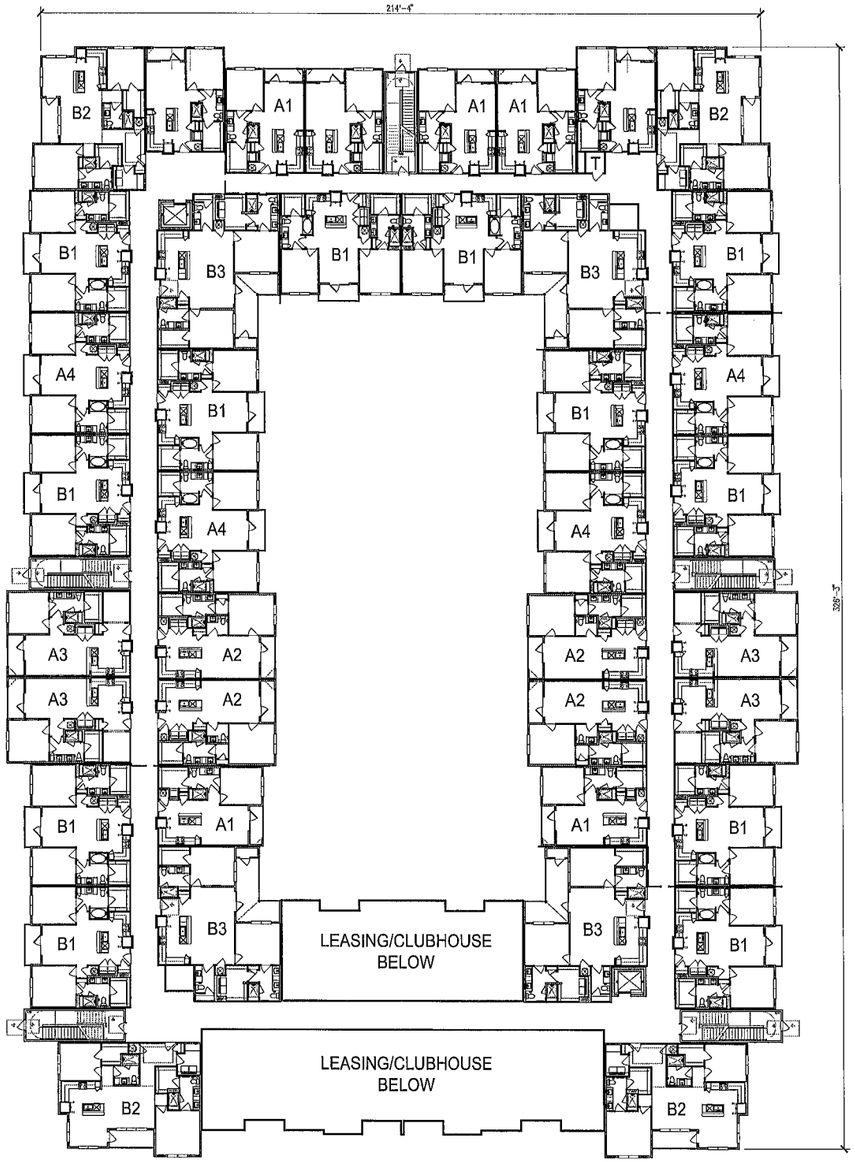
MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-03

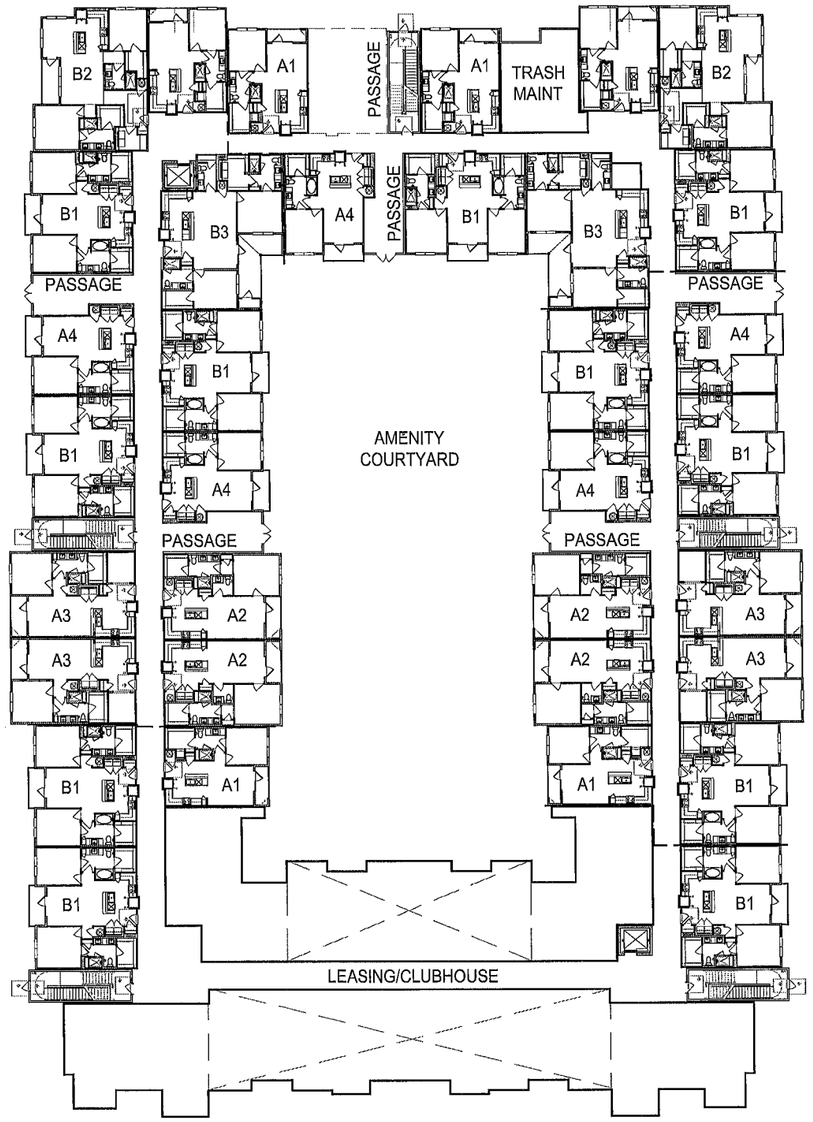
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Exhibit "B"



2 BUILDING PLAN - LVL 02
1" = 20'-0"



1 BUILDING PLAN - LVL 01
1" = 20'-0"

2021 10 13

BUILDING PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
19000 Memorial Drive
Suite 100
Houston, Texas 77079
2815585787

A-04

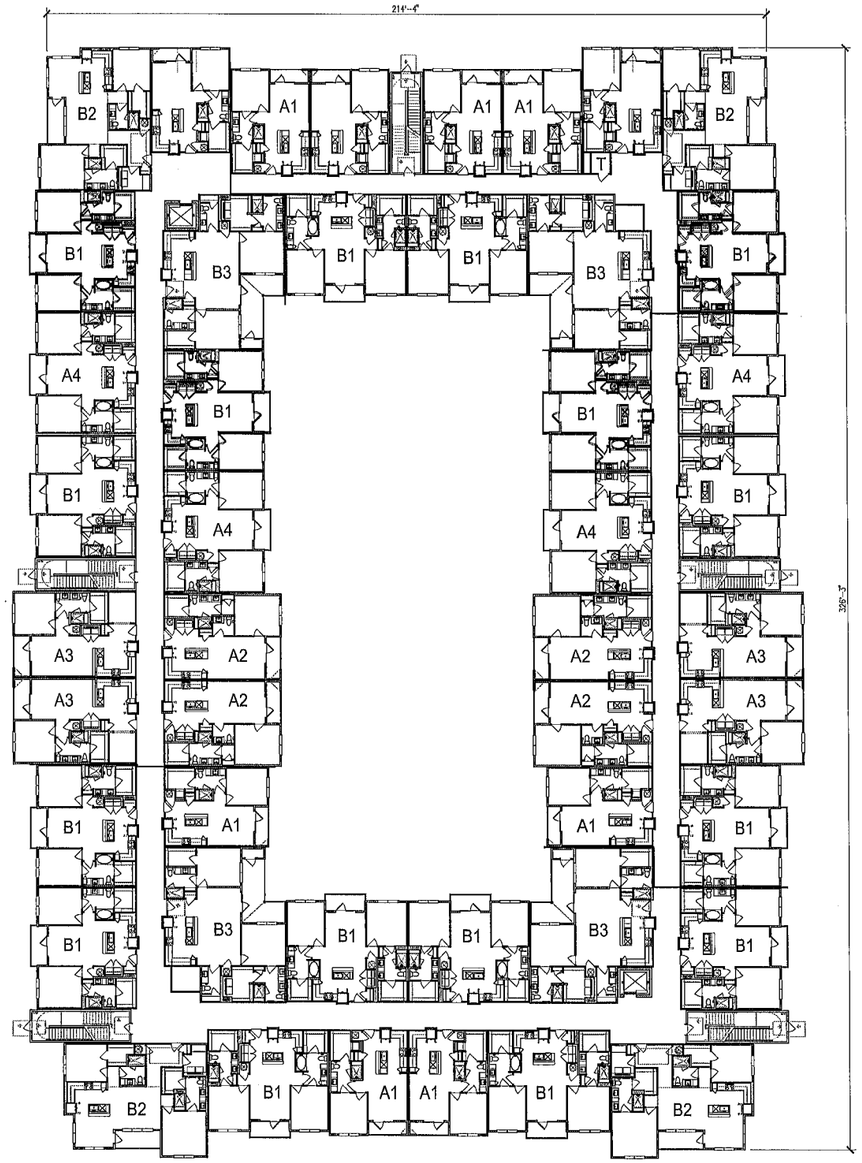
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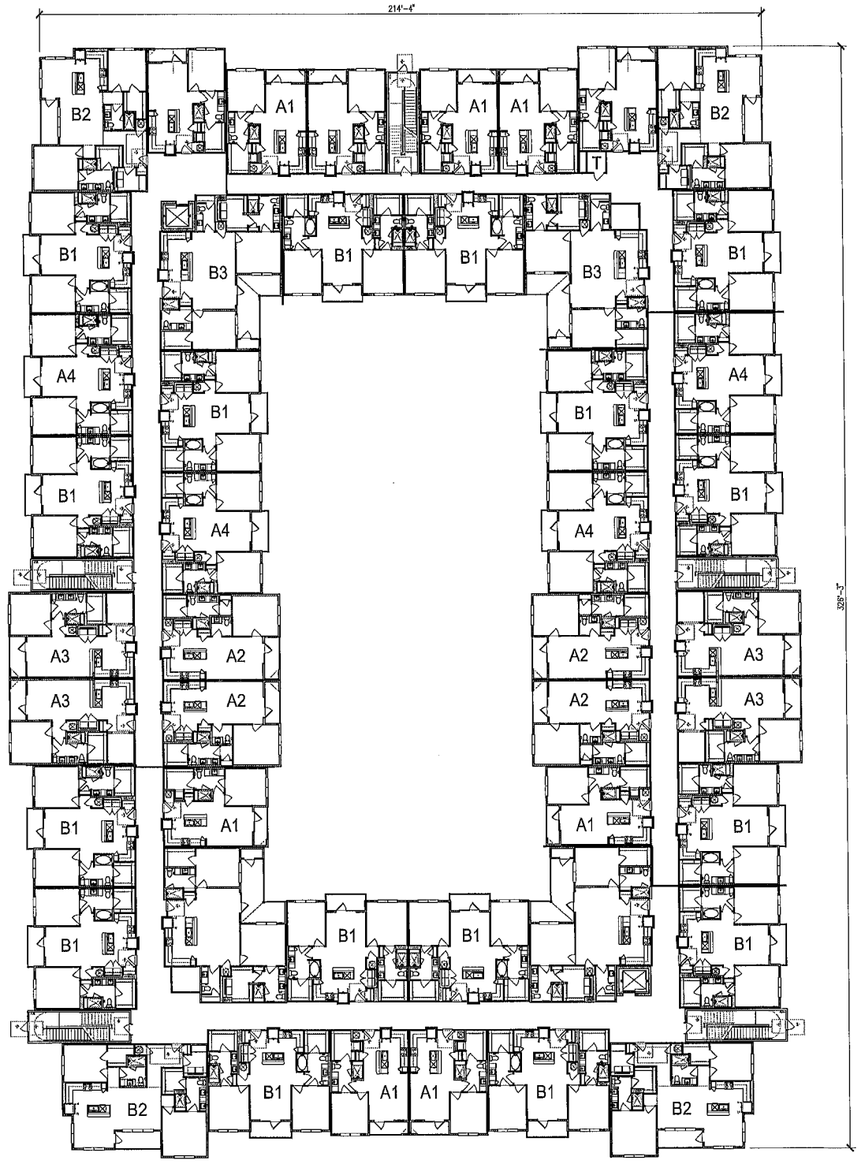
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Exhibit "B"



2 BUILDING PLAN - LVL 04
1" = 20'-0"



1 BUILDING PLAN - LVL 03
1" = 20'-0"

2021 10 13

BUILDING PLANS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

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2815584787

A-05

JOB NO 2107.1

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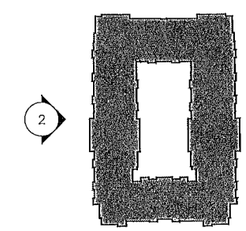


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.

2021 10 13

EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

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16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

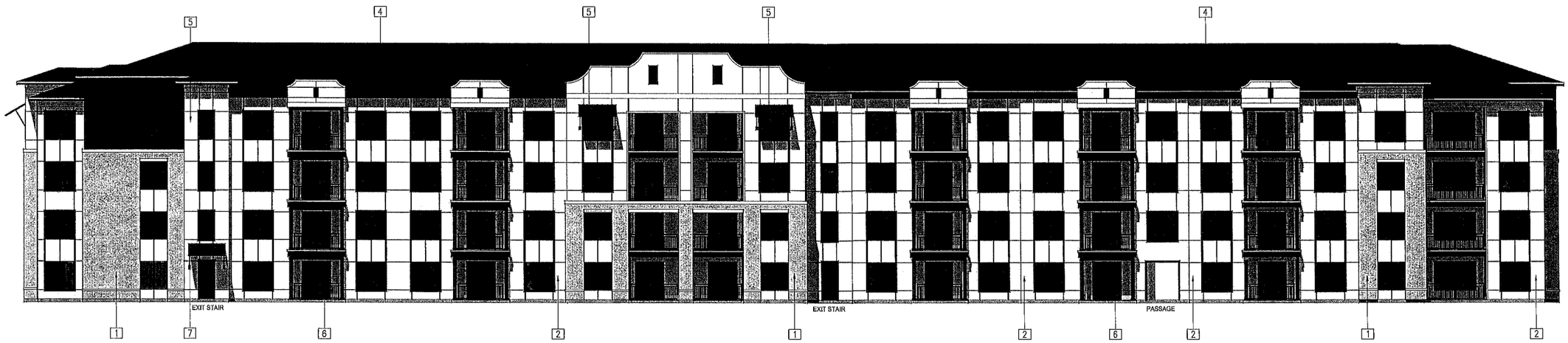
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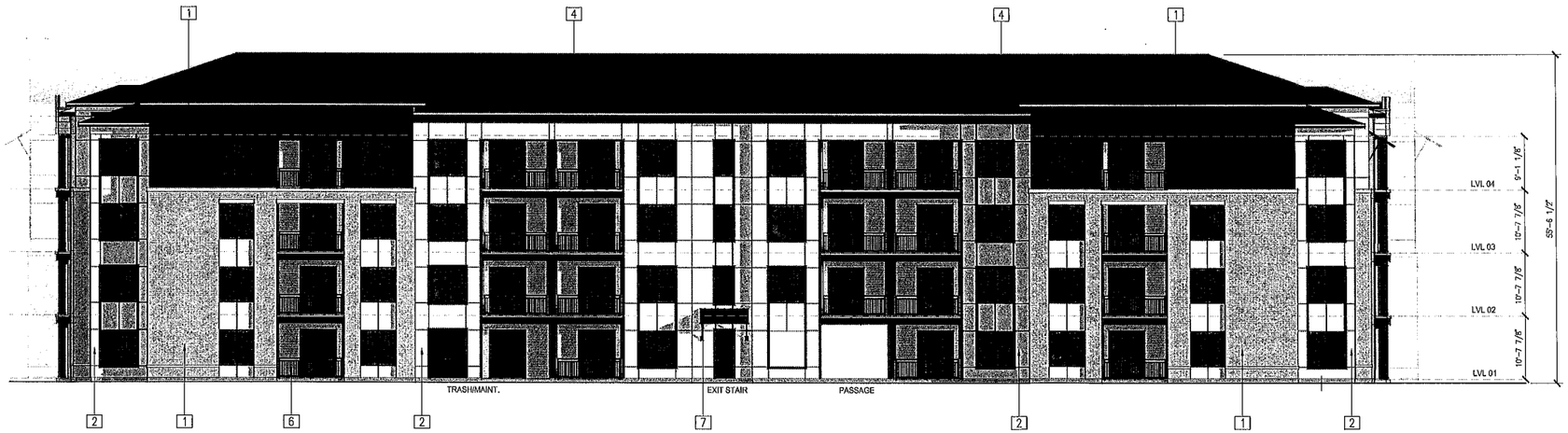
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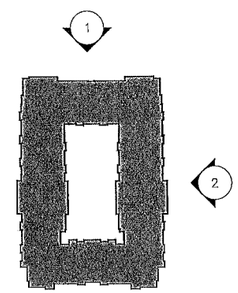


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.

2021 10 13

EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

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A-07

JOB NO. 21071

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CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of Final Reading Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven

Introduction:
This is a request for City Council to approve the final reading of Ordinance No. 2022-02.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
Further rezoning descriptions and details are contained in Attachment #1 (Planning and Zoning Commission Staff Report). Legal advertisements for the adoption hearing are included in Attachment #2. The development project is located on the east side of SR 44 at Meadenhall Boulevard. This is an existing Planned Unit Development originally adopted in 2000. The single-family section of the master plan (Landscaster at Loch Leven) was platted in 2010. A total of 113 homesites were built. The remaining section of the development remains vacant. Originally planned for optional multi-family, office, and/or general commercial.

The proposed PUD amendment modifies the remaining portion of the development facing SR 44 with multifamily residential. The proposal is to build the remaining multifamily area of the PUD with a maximum of 125 units. A small area will remain for future commercial/office or multi-family.

The developer has committed to dedicating 2.01 acres to the City as a public park. The City's Parks and Recreation Master Plan has identified this area of Mount Dora as a potential neighborhood (passive type) park opportunity. The City's Leisure Service Department staff has

reviewed the proposed park site and staff believe this location is acceptable to support surrounding neighborhoods.

In general, the proposed master plan amendment includes the following changes to the Villages of Loch Leven:

- Commercial/office parcel from 9 acres to 1.30 acres.
- Two (2) acres for a City park.
- SR 44 buffer width from 65 feet to 40 feet.
- Townhomes: 125 units.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 18, 2022, recommended approval of the First Reading of Ordinance No. 2020-02 and hold a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 15, 2021, recommended approval (vote 6-0) of the PUD Master Plan Amendment.

The Development Review Committee (DRC) on November 24, 2021, recommended approval with conditions of the proposed PUD Master Plan Amendment.

Budget Impact:
There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:
PUD Master Plan requests which address density and intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new residential development.

Recommendation City Council to approve Final Reading and Adoption of Ordinance No. 2022-02.

Attachment(s):
1. Attachment 1 PZC Staff Report 12-5-2021(Background Information)
2. Attachment 2 Legal Ad Publications 2nd Reading(ADA)
3. Ord2022-02 PUD Amend Village Loch Leven
4. Exhibit A Legal Description
5. Exhibit B PUD Master Plan

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 1/25/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 1/25/2022

Jessica Burnham, City Clerk	Approved - 1/25/2022
Patrick Comiskey, City Manager	Final Approval - 1/27/2022

ATTACHMENT #1

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

DATE: December 15, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for PUD Amendment; Villages of Loch Leven PUD Amendment (Project Name); 29.31 acres (Site Area); East Side of SR 44 at Meadenhall Boulvard (Location) 18740 SR 44 (Site Address); Park Square Enterprises, LLC (Applicant); RGC Ventures, LLC (Owners). Project No. PUD21-03AD

Recommendation:
Staff recommends approval of the above-referenced request. Approval subject to the following items:

1) The traffic analysis for his development requires a signal warrant analysis for the intersection of Meadenhall Boulevard and SR 44 [*this item was provided by Lake County Engineering*]; and
2) Provide evidence of coordination with Florida Department of Transportation for access management and turning lane improvements at SR 44 access prior to submittal of the site plan [*this items was listed in the Traffic Impact Analysis Conclusions*].

Reference/Support:
Sections 3.4.5 of the City's *Land Development Code*
Ordinance No. 777 approved the PUD on November 21, 2000
PUD Amendment approved on August 3, 2004 by Ordinance No. 856

Background:
SITE SUMMARY:

Owner:	RGC Ventures, LLC – Ryan Campbell
Applicant:	Park Square Enterprises, LLC – Chuck Cararetta
Engineer:	Poulos & Bennett, LLC – Jamie T. Poulos, P.E.
Planner:	Poulos & Bennett, LLC – Kathy Hattaway, AICP
Existing Use:	Vacant Land
Proposed Use:	Multiple-Family Residential Townhomes
Current Zoning:	Planned Unit Development (PUD)
Future Land Use:	Medium Density Residential (6 du/acre)
Existing Single Family Units:	230 units
Proposed Townhome Units:	125 units
Total Residential Units:	355 units
Total Residential Acres:	87.70 acres
Existing Developed Acres:	58.39 acres (Lancaster at Loch Leven)
Proposed Residential Acres:	29.31 acres
Proposed Density:	4.05 dwelling units per acre

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	Agriculture	Single Family Dwellings
South	City	Medium Density	R-1A	Single Family Dwellings
East	City	Medium Density	PUD	Lancaster at Loch Leven
East	County	Public Facilities	Agriculture	Airport
West	County	Urban Low	R-1	Single Family Dwellings

Analysis:

Villages of Loch Leven Planned Unit Development (PUD) was approved by Ordinance 777 on November 21, 2000. There was a PUD amendment approved on August 3, 2004 under Ordinance 856. The original PUD allowed for a maximum of 223 single family dwelling units and a maximum of 261 multifamily units and included a commercial component. The first PUD amendment under Ordinance No. 856 decreased the side setback requirements for single family homes and increased the lot tree requirements for each lot.

The proposed PUD amendment modifies the remaining portion of the development facing SR 44 with multifamily residential. The proposal is to build out the remaining multifamily area of the PUD with townhomes featuring 125 units. The new proposal will allow for 4.05 dwelling units per acre.

The architecture proposed differs from the original PUD as the townhomes will have rear loaded garages as to provide a development that does not have the "garage heavy" look. The original PUD master plan in 2000 contemplated this area for offices, retails, and residential mixture – "village" theme. That visions was never materialized and this section along SR 44 of Mount Dora was developed as traditional subdivisions. The market needs for retail and offices at this location was not practical. The underlying Future Land Use designation for this property is Residential Medium Density.

The project will also have a community park to support the residents of the development and areas of open space to benefit the wildlife in the area. The PUD as a whole will include 38.96 acres of open space. The project is also dedicating 2.01 acres to the City as a public park. The City's Parks and Recreation Master Plan has identified this area of Mount Dora as potential neighborhood (passive type) park opportunities.

Two additional stormwater ponds will be added per the concept plan.

Attachments:
Vicinity Map
Original PUD Master Plan (Informational)
Traffic Study Conclusions
Application
PUD Master Plan (Master Plan contained in Ordinance No. 2022-02 to avoid duplication)

ATTACHMENT #1

VICINITY MAP

Legend

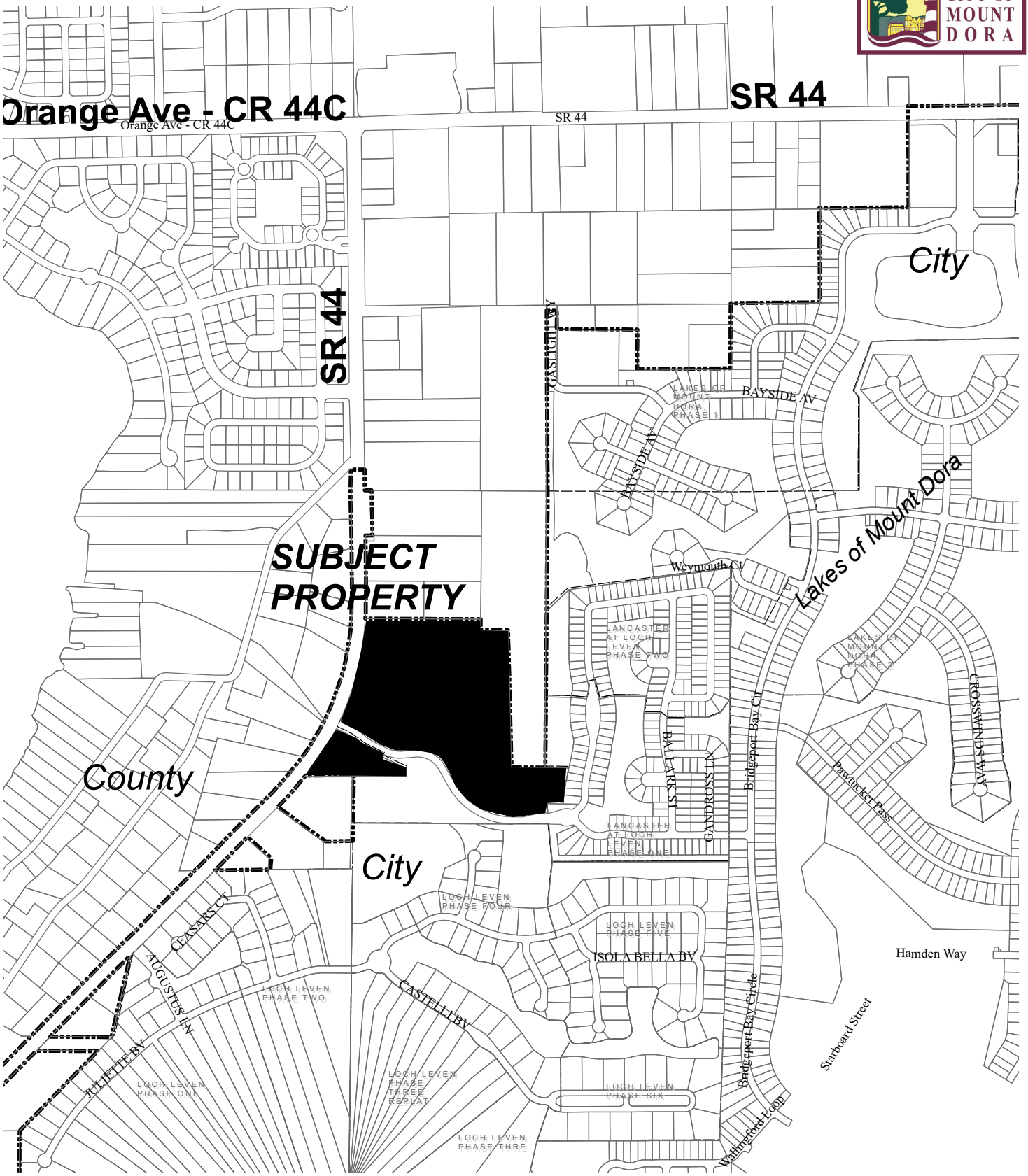
City Limits

Subject Property

N

N.T.S.

CITY OF MOUNT DORA



Date: 12/2/2021

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Original PUD Master Plan
Ordinance No. 777
(Informational)

AG

ACCESS TO (1) OFF-SITE
S.F. RESIDENTIAL UNIT
PER SALES AGREEMENT

N00°19'30"E 77.78'(C)

25' COMMERCIAL BUFFER

N89°43'49"W 710.24'(C)

N89°43'03"W 199.64'(C)

PARCEL 1
4.8 AC 48,000 SF
COMMERCIAL OFFICE
PHASE 2 A-D

CR 44-B

40.0' MODIFIED TYPE "C" BUFFER

75.0' SETBACK

CURVE (C)
DELTA = 35°31'34"
CHORD BEARING = N20°51'02"E
TANGENT = 627.91'
RADIUS = 1960.07'
ARC LENGTH = 1215.33'
CHORD DISTANCE = 1195.96'

OPEN SPACE

PARCEL 2
4.2 AC 42,000 SF
COMMERCIAL OFFICE
PHASE 2 A-D

S 01°21'58" E 971.05'(C)

PARCEL 3*
16.7 AC 200 UNITS
12.0 UNITS / AC
MULTI-FAMILY RESIDENTIAL
PHASE 2 A-D

EUSTIS AIRPORT
(MID-FLA. AIR. INC.)

EXISTING RUNWAY

25' WETLAND BUFFER

PARCEL 4**
5.1 AC 50,000 SF
PROFESSIONAL OFFICE
PHASE 2 A-D

BOULEVARD "A"

N89°43'30"E 239.22'(C)

231.92'
N 89°14'44" E

WETLAND
7.2 AC

S 01°05'38" W 1324.18'

AG

POB

1327.11'
N89°43'30"W

WALL OR FENCE
PEDESTRIAN SECURTIY GATE
PEDESTRIAN ACCESS

* MAY INCLUDE UP TO 20,000 SF
SUPPORT COMMERCIAL/OFFICE USE
**PARCEL 4 IF DEVELOPED AS MULTI-FAMILY
WOULD YIELD 61 UNITS @ 12 UNITS / AC

S 82°27'13" W 1150.15'(C)

S46°56'25"W
227.24'(C)

S 00°16'30" W 1108.06'(C)

OPEN SPACE

EXITSTING COW POND
TO BE REMOVED

PARCEL 5
60 AC 223 UNITS
3.7 UNITS / AC
TOWNHOME / SINGLE-FAMILY RESIDENTIAL
PHASE 1 A-E

N 00°16'41" E 2699.49'(C)

N05°26'08"W
270.86'

EXITSTING COW POND
TO BE REMOVED

OPEN SPACE

1250.80'
S89°51'32"W

PROPOSED LOCH LEVEN PHASES III-VI
DEVELOPMENT PLAN PENDING

GLATTING
JACKSON
KERCHER
ANGLIN
LOPEZ
RINEHART

33 East Pine Street
Orlando, FL 32801
P: 407 843 6552
F: 407 839 1789

PROJECT AND OWNER

VILLAGES OF LOCH LEVEN

CITY OF
MOUNT DORA,
FLORIDA

CONSULTANTS

SEAL

PROJECT NO. 11900.02
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 08/31/00
ISSUED FOR:

DRAWING SCALE

0 50 100 North

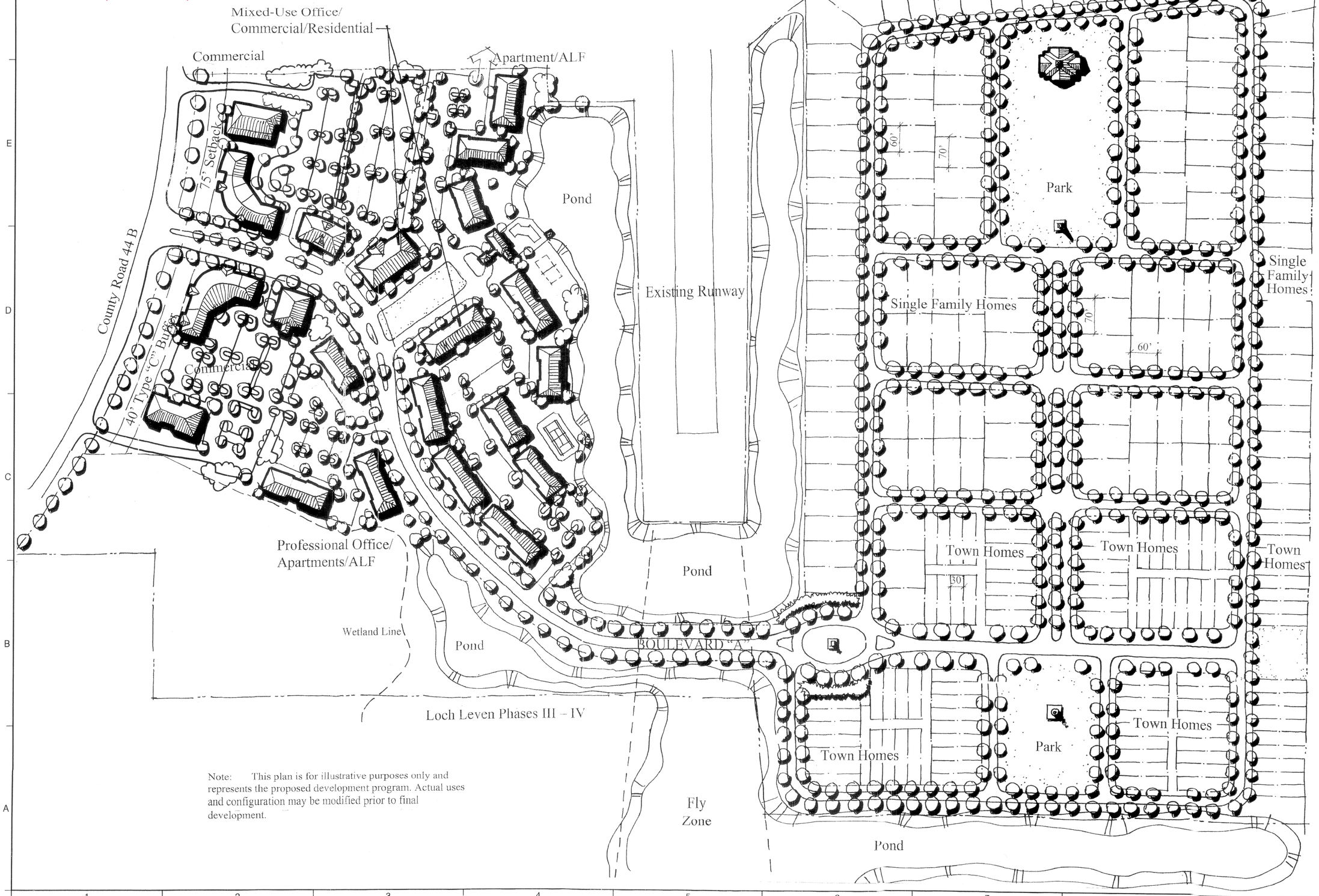
DRAWING TITLE

PUD PRELIMINARY
MASTER PLAN

DRAWING NUMBER

SHEET 3 OF 10

Original PUD Master Plan
Ordinance No. 777
(Informational)



Note: This plan is for illustrative purposes only and represents the proposed development program. Actual uses and configuration may be modified prior to final development.

GLATTING
JACKSON
KERCHER
ANGLIN
LOPEZ
RINEHART

33 East Pine Street
Orlando, FL 32801
P: 407 843 6552
F: 407 839 1789

PROJECT AND OWNER

VILLAGES OF LOCH LEVEN

CITY OF
MOUNT DORA,
FLORIDA

CONSULTANTS

SEAL

PROJECT NO. 11900.02
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 08/31/00
ISSUED FOR:

DRAWING SCALE

0 50 100 North

DRAWING TITLE

ILLUSTRATIVE PLAN

DRAWING NUMBER

SHEET 5 OF 10

STUDY CONCLUSIONS

This traffic analysis was conducted in order to assess the traffic impact of the proposed Loch Leven PUD development in the City of Mount Dora, Lake County. The project site is located in the northeast corner of SR 44 and Meadenhall Boulevard. The project consists of 131 townhome residential units. Access to the site is proposed via two full access driveways, one on SR 44 and the other on Meadenhall Boulevard.

- The proposed development is estimated to generate 950 daily trips and 75 P.M. peak hour trips.

- The roadway segment capacity analysis indicates that all the study roadway segments currently operate at satisfactory Levels of Service except for the segment of SR 44 from US 441 to Waycross Avenue which is failing under existing conditions. In the projected conditions another segment of SR 44 from Waycross Avenue to Orange Avenue will fail with or without project traffic. Other roadway segments within the study area are projected to operate at satisfactory Levels of Service.

- SR 44 from US 441 to Orange Avenue is planned to be widened by FDOT to four lanes. The design is under way but the construction schedule not determined yet.

- The intersection capacity analysis indicates that the SR 44/Orange Avenue intersections is currently operating at LOS F due to excessive delays on the northbound approach due to the short signal cycle and coordinated system which favors the east-west movements. Signal modification is required to improve the LOS of the intersection. The projected intersection capacity analysis indicates the same results as the existing.

- The existing turn lane lengths at the impacted separate turn lanes are adequate to accommodate the additional trips for the proposed development except for the northbound left turn lane at SR 44/Orange Avenue intersection and eastbound left turn lane at US 441 and SR 44. These turn lanes cannot be extended due to existing left turn lanes in opposing directions with common tapers. These turn lanes deficiencies are existing and not caused by the project trips.

- The proposed development will be served by two access driveways, one on SR 44 and one on Meadenhall Boulevard. At the main entrance on SR 44, a southbound left turn lane is recommended and should be provided. No turn lanes are recommended at the Meadenhall Boulevard site access. The access driveways are projected to operate at satisfactory Levels of Service.

RECEIVED
By RagusaE at 4:00 pm, Nov 01, 2021

ATTACHMENT #1

CITY OF MOUNT DORA

PUD21-03AD

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Date: 11/1/2021 Project Name: Villages of Loch Leven PUD Amendment

Amendment: (1st, 2nd, 3rd, 2nd)

1. Applicant's Name: Chuck Cavaretta
   Company's Name: Park Square Enterprises, LLC
   Address: 5200 Vineland Road, Suite 200
   City, State & Zip: Orlando, FL 32811
   Phone: 407-487-2594 E-mail: khattaway@poulosandbennett.com

2. Property Owner's Name(s): RGC VENTURES LLC
   Company's Name: RGC VENTURES, LLC
   Address: 911 Tuskawilla Trail
   City, State & Zip: Winter Springs, FL 32708
   Phone: N/A E-mail: N/A

3. Engineer's Name: Jamie T. Poulos, P.E.
   Company's Name: Poulos & Bennett, LLC
   Address: 2602 E Livingston Street
   City, State & Zip: Orlando, FL 32803
   Phone: 407-487-2594 E-mail: jpoulos@poulosandbennett.com

4. Landscape Architect: N/A - Will engage at Preliminary Plat stage
   Company's Name: _____
   Address: _____
   City, State & Zip: _____
   Phone: _____ E-mail: _____

5. The property generally located and list adjacent streets: East of SR 44/CR 44B and north of Meadenhall Boulevard

6. Size of property in Acres: PD=100 ac./PUD Amendment Parcel=29.31 ac. Square Feet: PD=4,356,000 sq. ft./PUD Amendment Parcel=1,246,743.6 sq. ft.

7. Zoning District: PUD Future Land Use Category: MD

8. Provide description of the proposed use: Amend the Villages of Loch Leven PUD to develop the north side of Meadenhall Blvd with townhomes and a 2-acre city park.

9. State the reason for this request (attach written summary if additional space is needed): In order to develop the PUD Amendment parcel with 125 townhomes and and provide the City of Mount Dora with a 2-acre city park fronting on Meadenhall Blvd.

10. Has an application been filed within the last 12 months (describe, if yes)? no

11. Provide justification (include data, analysis, etc): In order to develop the PUD Amendment parcel with 125 townhomes and provide the City of Mount Dora with a 2-acre city park fronting on Meadenhall Blvd.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Chad Cloutier — **Owner/Applicant Signature**

11-10-21 — **Date**

ATTACHMENT #1

OWNER AUTHORIZATION FORM

FOR PROJECTS LOCATED IN MOUNT DORA, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) RGC VENTURES LLC, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, Lake County Parcel ID: 17-19-27-0001-000-06700 DO HEREBY AUTHORIZE TO ACT AS APPLICANT (PRINT APPLICANT'S NAME) CHUCK CAVARETTA PARK SQUARE ENTERPRISES, LLC TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, PUD Amendment, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

DATE: Nov 8, 2021 — Signature of Property Owner, MANAGER — Print Name Property Owner: Ryan Campbell

DATE: Nov 8, 2021 — Signature of Property Owner — Print Name Property Owner: Givamarie Campbell

STATE OF Connecticut

COUNTY OF Hartford

I certify that the foregoing instrument was acknowledged before me this 8th day of November 20 21 by Tia Phon. He / she is personally known to me or has produced Florida Drivers License C514-737-71-323-0 Exp: 09/03/2025 as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 8th day of November, in the year 2021.

(Notary Seal) TIA PHON NOTARY PUBLIC, STATE OF CONNECTICUT My Commission Expires October 31, 2025

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: October 31st, 2025

Legal Description(s) or Parcel Identification Number(s)
PARCEL ID#: 17-19-27-0001-000-06700
LEGAL DESCRIPTION:

ATTACHMENT #1



MAP ID	PARCEL NO.	OWNER NAME	ACRES
1	171927000100006700	RGC VENTURES LLC	29.26
		Total Acres:	**29.26**

Map Source: Esri, Lake County, FL

Subject Property

Municipal Boundary

Location Map

VILLAGES OF LOCH LEVEN PUD AMENDMENT

N

0 50 100 200 300 400 FEET

04/05/2021
P & B Job No.: 21-055

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

Document Path: Z:\2021\21-055 Park Square - Loch Leven\GIS\Map_Docs\Due_Diligence\Location Map 85X11-Pmxd

INSTRUMENT#: 2013120823 OR BK 4398 PG 930 PAGES: 5 10/31/2013 1:48:53 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $44.00 DEED DOC:$4235.00

ATTACHMENT #1

This Instrument Was Prepared
By And Should Be Returned To:

John C. Strickroot, Jr., Esq.
SHUTTS & BOWEN LLP
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401

RETURN

Property Appraisers Parcel
Identification (Folio) Number:
17-19-27-000100006700
17-19-27-000100008800

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the ___ day of October, 2013, by **INDIGO LAND MT. DORA DEVELOPMENT LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is c/o Portigon, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, to **RGC VENTURES LLC**, a Florida limited liability company (the "**Grantee**"), whose mailing address is 3509 Merivale Drive, Casselberry, FL 32707.

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in Lake County, Florida, and described in **EXHIBIT "A"** attached to this Deed (the "**Property**"):

Together with all easements, tenements, hereditaments, and appurtenances belonging or in anyways appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title, interest, claims, and demands whatsoever of the Grantor, either in law or equity, of, in, and to the Property, with the hereditaments and appurtenances to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor covenants with Grantee that, except as above noted and as limited by the next sentence, at the time of the delivery of this Deed the Property was free from all encumbrances made by Grantor, and that Grantor hereby specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. Grantor shall have no liability under the warranties contained in this Deed or otherwise as to any of the documents recorded in the Public Records that are disclosed in the title insurance commitment issued to Grantee in connection with this conveyance. The title insurance commitment is not incorporated into this Deed and third parties dealing with title to the Property need not review the title insurance commitment and are not placed on inquiry notice of the matters contained in the commitment. The parties do not intend to reimpose any of the documents affecting title to the Property.

[Signature on following page]

ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-02
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-02. The final public hearing on the ordinance will be held on Tuesday, February 1, 2022, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-02 is as follows:

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 21, 2022

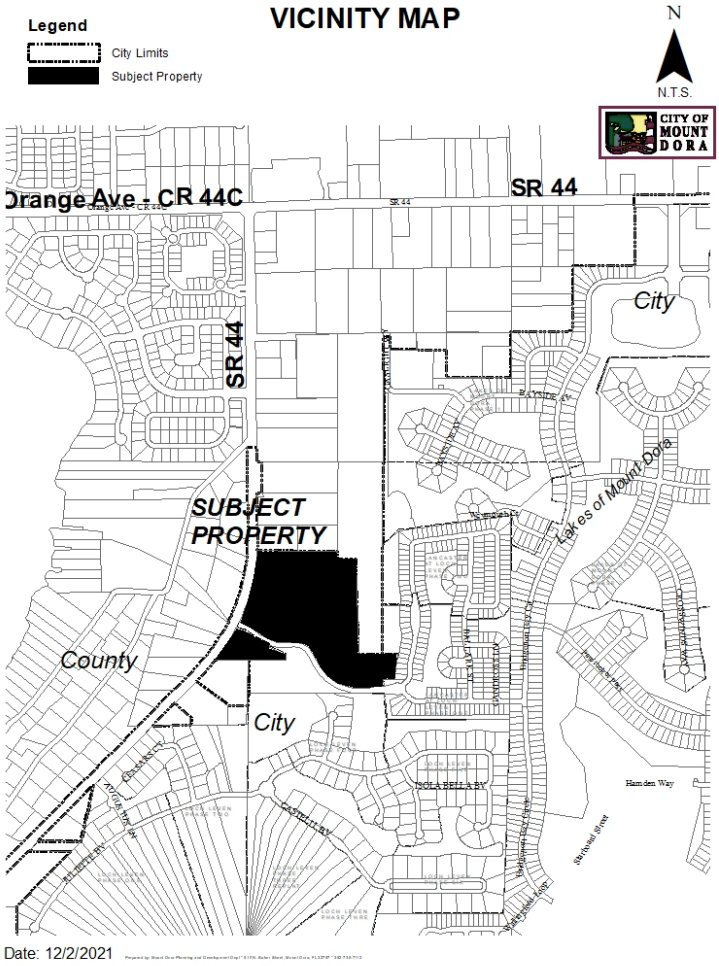
ATTACHMENT #2

NOTICE OF ZONING CHANGE
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes Final Reading of Ordinance No. 2022-02 Amendment to the Villages of Loch Leven PUD Master Plan for the lands within the area shown in the map in this advertisement. This meeting is to be held on **Tuesday, February 1, 2022 at 6:00 p.m**. or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Interested parties may appear at the above meeting and be heard with respect to the proposed amendment to the Planned Unit Development.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: January 21, 2022

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, RGC Ventures, LLC is the property owner (Property Owner) of that property more particularly described in **Exhibit "A"** attached hereto (Property); and

WHEREAS, on November 21, 2000, the City adopted Ordinance No. 777, Villages of Loch Leven PUD Final Development Plan, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Villages of Loch Leven PUD; and

WHEREAS, Property Owner has requested amendment to the development conditions for the Villages of Loch Leven PUD for a maximum 125 residential multi-family units; and

WHEREAS, the revisions to the terms and conditions to the Villages of Loch Leven PUD are consistent with the City's Comprehensive Plan and the underlying Residential Medium Density (6.0 dwelling units per acre or less) designation for the Property; and

WHEREAS, the City of Mount Dora has received public input related to the requested revisions to the Villages of Loch Leven PUD; and

WHEREAS, the City of Mount Dora has received a recommendation of approval from City staff and the City's Planning and Zoning Commission related to the revisions to the Villages of Loch Leven PUD; and

WHEREAS, the City of Mount Dora finds the requested revisions to the Villages of Loch Leven PUD to be in the best interest of the citizens of the City of Mount Dora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

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

SECTION 2. Amending Ordinance No.: 777 - Villages of Loch Leven Planned Unit Master Plan Terms and Conditions.

City of Mount Dora Ordinance No.: 777, Rezoning and Approval of Villages of Loch Leven Terms and Conditions, Exhibit "B" is hereby amended as follows:

(a) The Property shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the Master Plan for Villages of Loch Leven attached hereto as **Exhibit "B",** which shall be the controlling master plan for the Property.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the revisions to the Villages of Loch Leven PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **Non-Codification and Scrivener's Errors.** The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Ordinances or parts of Ordinances 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 Ordinance 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 Ordinance.

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

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____ 2022.

CRISSY STILE
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"
Property Legal Description

EXHIBIT "B"

Villages of Loch Leven PUD Master Plan

Exhibit “A”

VILLAGES OF LOCH LEVEN

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88058,41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°18'38" WEST ALONG SAID PROJECTION LINE, 69.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 10°24'45" EAST 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 885.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 19.32 FEET; THENCE SOUTH 89°24’00" WEST, 406.23 FEET; THENCE NORTH 02°14’29" WEST, 971.04 FEET; THENCE SOUTH 89021'27" WEST, 199.64 FEET; 00" WEST, 406.23 FEET; THENCE NORTH 02°14’29" WEST, 971.04 FEET; THENCE SOUTH 89021'27" WEST, 199.64 FEET; 29" WEST, 971.04 FEET; THENCE SOUTH 89021'27" WEST, 199.64 FEET; THENCE NORTH 00°36'00" WEST, 77.78 FEET TO A POINT ON A LINE 911.51 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17; THENCE SOUTH 89°24'29" WEST ALONG SAID PARALLEL LINE, 811.77 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 21°53’04", A CHORD BEARING SOUTH 13°09T4" WEST, AN ARC DISTANCE OF 04", A CHORD BEARING SOUTH 13°09T4" WEST, AN ARC DISTANCE OF 748.66 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 65°42’22" EAST, 74.10 FEET TO A POINT OF 22" EAST, 74.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 91.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°56'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 66°41'55",

AN ARC DISTANCE OF 261.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29°57'14" EAST, 76.92 FEET; THENCE NORTH 60°02'46" EAST, 55.00 FEET; THENCE SOUTH 29°571 4" EAST, 55.00 FEET; THENCE SOUTH 60°02'46" WEST, 55.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 60°38'46", A CHORD BEARING SOUTH 60°16'37" EAST, AN ARC DISTANCE OF 502.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24’00" EAST; 00" EAST; 50.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°11'42?, AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 26.06 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING;

Villages of Loch Leven Final PUD Amendment

A Planned Mixed-Use Community

City of Mount Dora, FL

PUD Legal Description:

A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

START AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE RUN N 01°05'33" E 331.12 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17 TO THE POINT OF BEGINNING; THENCE RUN N 89°13'30" E A DISTANCE OF 1397.77 FEET; THENCE RUN S 05°26'08" E A DISTANCE OF 270.86 FEET; THENCE RUN N 89°43'30" E A DISTANCE OF 1251.13 FEET, THENCE RUN N 00°15'41"E A DISTANCE OF 2099.49 THENCE RUN S 82°27'13" W A DISTANCE OF 1150.15 FEET, THENCE RUN S 46°55'25" W A DISTANCE OF 227.24 FEET THENCE RUN S 00°16'39" W A DISTANCE OF 1108.06 FEET, THENCE RUN N 89°43'30" W A DISTANCE OF 239.22 FEET THENCE RUN N 01°21'58" W A DISTANCE OF 971.05 FEET, THENCE RUN N 89°43'03"W A DISTANCE OF 199.64 FEET, THENCE RUN N 00°16'30" E A DISTANCE OF 77.78 FEET, THENCE RUN N 80°43'49"W A DISTANCE OF 710.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44-B, THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44-B, BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1960.07 FEET, A CENTRAL ANGLE OF 35°31'34" AND A TANGENT OF 627.91 FEET, A DISTANCE OF 1215.33 FEET TO A POINT ON A LINE, THENCE N 89°14'44"E A DISTANCE OF 331.94 FEET, THENCE RUN S 01°05'33"W A DISTANCE OF 334.68 FEET TO THE POINT OF BEGINNING TO CLOSE. CONTAINING 100.0 ACRES MORE OR LESS

Parcel Affected by this PUD Amendment:

17-19-27-0001-000-06700

Owner:

RGC VENTURES LLC
911 Tuskawilla Trail
Winter Springs, FL 32708

Agent:

Kathy Hattaway, AICP
Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, FL 32803
407.487.2594

Applicant:

Park Square Enterprises, LLC
5200 Vineland Rd, Suite 200
Orlando, FL 32811
407.529.3048

Sheet Index		Subm./Rev. 1 2 3 4 5
C1.00	Existing Conditions	■
C2.00	Existing PUD Development	■
C3.00	PUD Amended Master Plan	■
C4.00	Typical Sections And Notes	■
C5.00	Townhome Architectural Elevations	■
C6.00	Commercial & Apartment Architectural Elevations	■
	Attachments	
	Boundary Survey	■

	Date	Description
1	11/01/2021	Submit To City Of Mount Dora
2	12/03/2021	Resubmit To City Of Mount Dora

Original PUD Consultants:

Applicant:
Loch Leven Dev., Inc.
1033 Augustus Lane
Mount Dora, FL 32757
352.735.4066

Planners:
Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart
33 East Pine Street
Orlando, FL 32801
407.843.6552

Civil Engineer:
CPH Engineers, Inc.
1117 E. Robinson St., Suite C
Orlando, FL 32801
407.425.0452

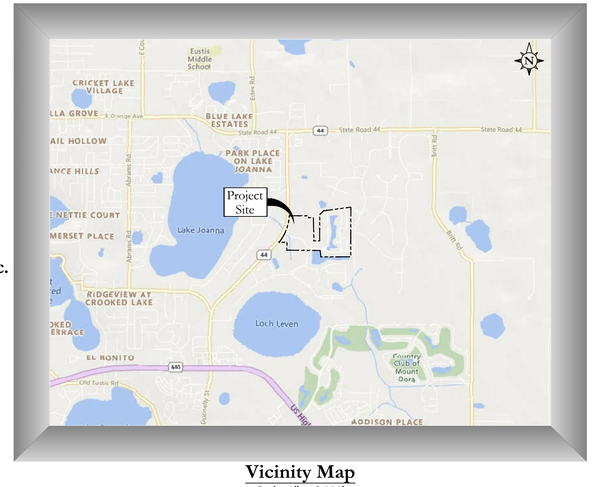
PUD Amendment Consultants:

Planner / Civil Engineer:
Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, FL 32803
407.487.2594

Surveyor:
American Surveying & Mapping, Inc.
3191 Maguire Blvd, Suite 200
Orlando, FL 32803
407.426.7979

Environmental Consultant:
MODICA & ASSOCIATES
302 Mohawk Road
Clermont, Florida 34715
352.394.2000

Transportation Consultant:
Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751



Vicinity Map
Scale: 1" = 3,000'

POULOS & BENNETT

2602 E. Livingston Street, Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567
P&B Job No.: 21-055

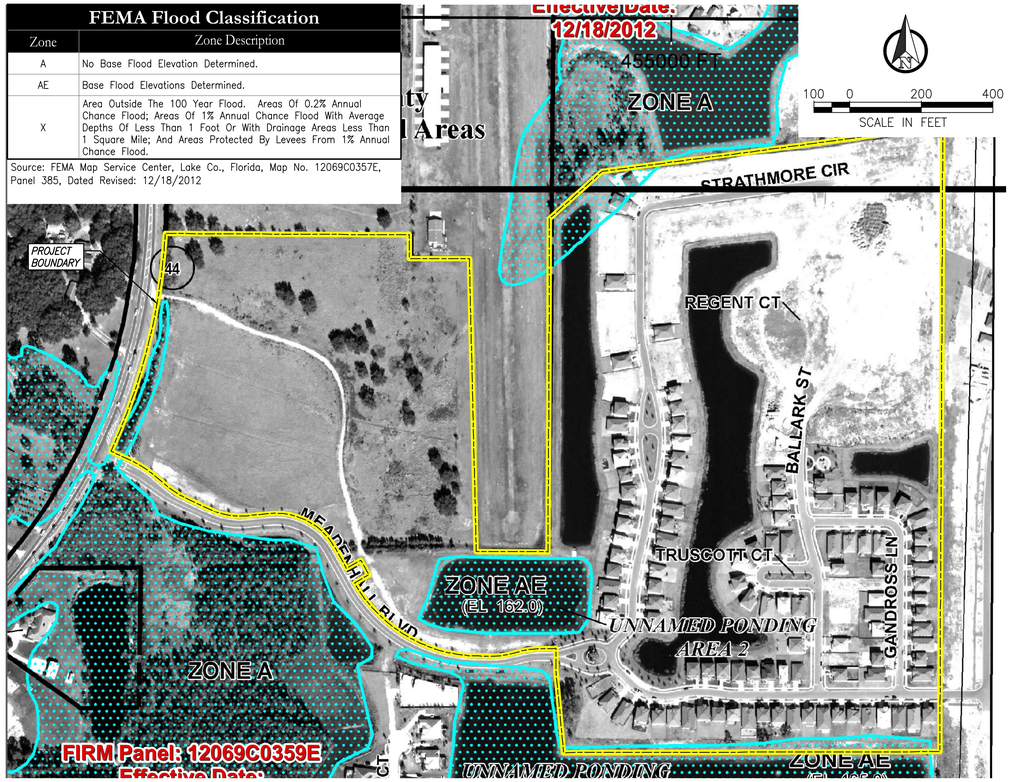
DATE: December 3, 2021

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Exhibit "B"

FEMA Flood Classification	
Zone	Zone Description
A	No Base Flood Elevation Determined.
AE	Base Flood Elevations Determined.
X	Area Outside The 100 Year Flood. Areas Of 0.2% Annual Chance Flood; Areas Of 1% Annual Chance Flood With Average Depths Of Less Than 1 Foot Or With Drainage Areas Less Than 1 Square Mile; And Areas Protected By Levees From 1% Annual Chance Flood.

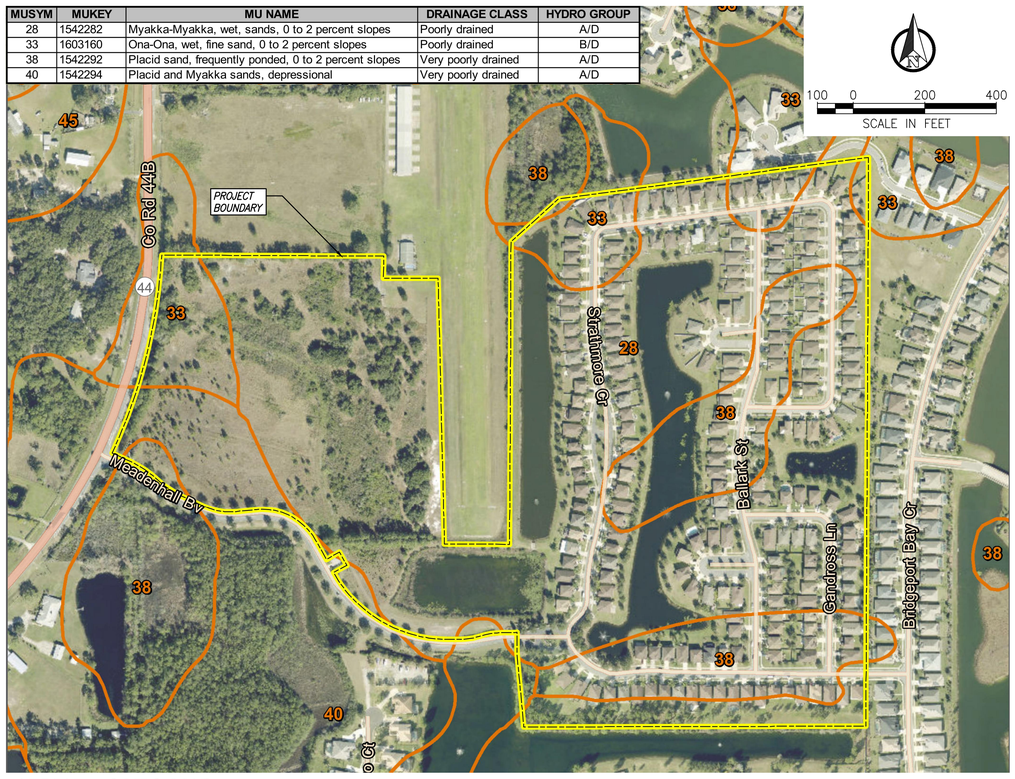
Source: FEMA Map Service Center, Lake Co., Florida, Map No. 12069C0357E, Panel 385, Dated Revised: 12/18/2012



FEMA FLOODPLAIN MAP

SCALE: 1" = 200'

MUSYM	MUKEY	MU NAME	DRAINAGE CLASS	HYDRO GROUP
28	1542282	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	Poorly drained	A/D
33	1603160	Ona-Ona, wet, fine sand, 0 to 2 percent slopes	Poorly drained	B/D
38	1542292	Placid sand, frequently ponded, 0 to 2 percent slopes	Very poorly drained	A/D
40	1542294	Placid and Myakka sands, depressional	Very poorly drained	A/D

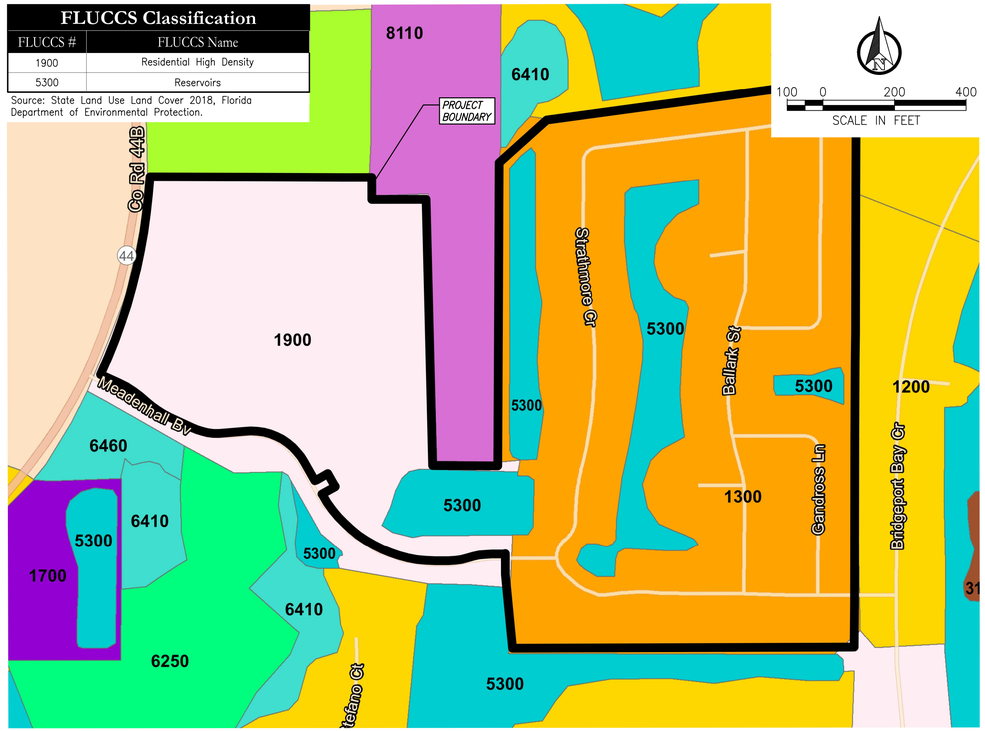


AERIAL & SOILS MAP

SCALE: 1" = 200'

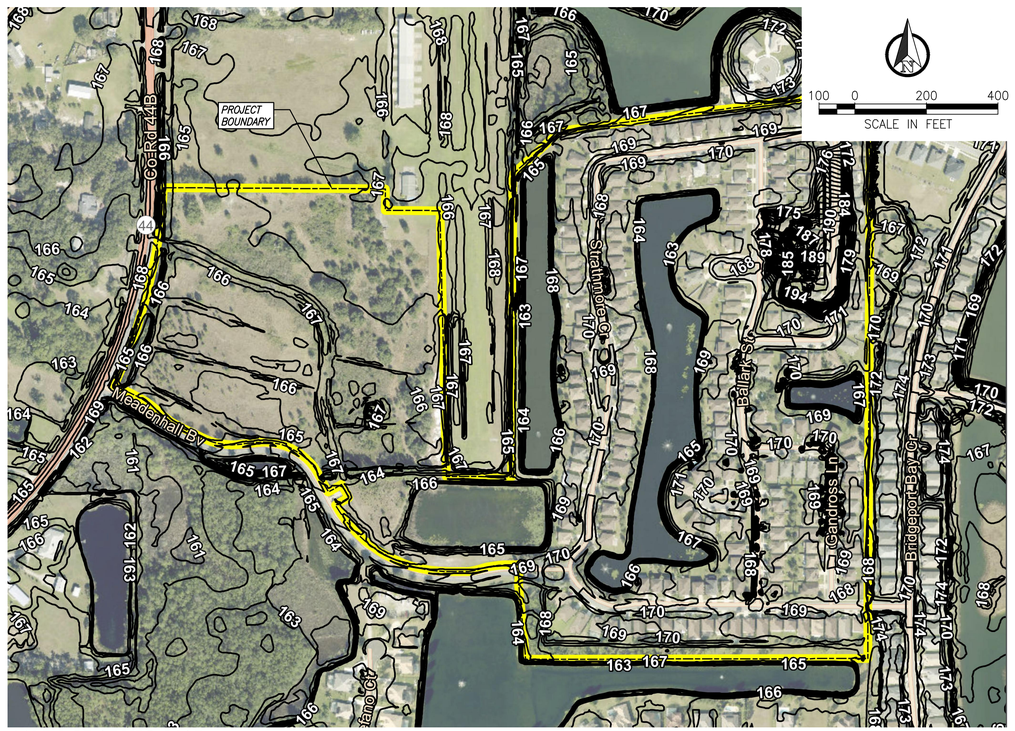
FLUCCS Classification	
FLUCCS #	FLUCCS Name
1900	Residential High Density
5300	Reservoirs

Source: State Land Use Land Cover 2018, Florida Department of Environmental Protection.



FLUCCS MAP

SCALE: 1" = 200'



TOPOGRAPHIC MAP

SCALE: 1" = 200'

Key Map:

Consultant:

NO.	DATE:	DESCRIPTIONS
2	12-03-2021	RESUBMIT TO CITY OF MOUNT DORA
1	11-01-2021	SUBMIT TO CITY OF MOUNT DORA

SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	1" = 200'

Project Name:

VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:
EXISTING CONDITIONS

Sheet No.:
C1.00

Seal:

R. LANCE BENNETT
P.E. NO. 0058608
DATE: December 3, 2021

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

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Exhibit "B"



N

75' 0 150' 300'
SCALE IN FEET

LEGEND

- PUD Boundary
- Parcel Boundary
- Existing Stormwater
- Existing Open Space

Key Map:

Consultant:

NO.	DATE:	DESCRIPTIONS
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SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	1" = 150'

Project Name:

VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:

EXISTING PUD DEVELOPMENT

Sheet No.:

C2.00

DATE: December 3, 2021

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Exhibit "B"



100 0 200' 400'
SCALE IN FEET

LEGEND

- PUD Boundary
- Parcel Boundary
- Trail
- 22' x 105' Minimum Townhome
- Open Space
- City Park
- Stormwater
- Existing Stormwater
- Full Access Point

Parcel 1 Development Data

Parcel 1 Site Area	29.31 Acres
Existing Stormwater[1]	3.04 Acres
Residential Developable Area	26.27 Acres
Open Space Provided	4.86 Acres
City Park	2.01 Acres
Stormwater Provided	4.85 Acres

Proposed Development

Total Number of Dwelling Units	125 Units
22' x 105' Townhome Lot	125 Units
Guest Parking Required	44 Spaces
Guest Parking Provided (On-Street)	65 Spaces
Proposed Density [2]	4.76 DU/Ac

Notes:

[1] Existing stormwater pond on parcel 1 is not part of stormwater area provided for new development for parcel 1.

[2] Proposed Density is based on Residential Developable Area.

Key Map:

Consultant:

NO.	DATE:	DESCRIPTIONS
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SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	1" = 100'

Project Name:
VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:
PUD AMENDMENT MASTER PLAN

Sheet No.:
C3.00

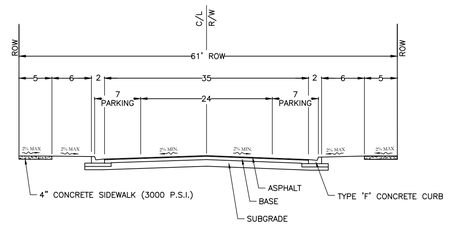
DATE: December 3, 2021

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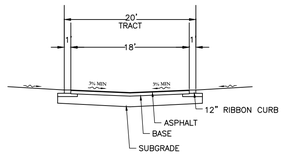
NOTE: FINAL PAVEMENT SECTIONS WILL BE DETERMINED AT TIME OF CONSTRUCTION PLAN SUBMITTAL



TYPICAL ROAD SECTION (61' ROW)

PARKING ALLOWED ON BOTH SIDES N.T.S.

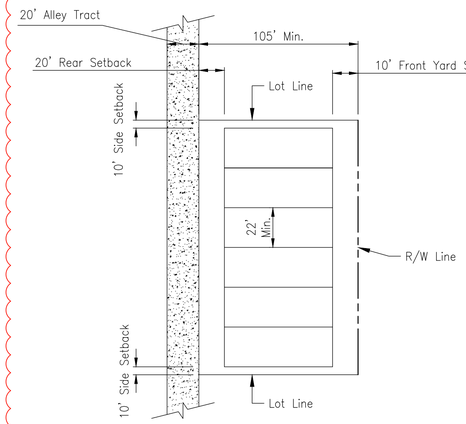
CROSS SECTION SHOWN DEPICTS RIGHT-OF-WAY WIDTH AND THE GENERAL INTENTION OF ROADWAYS WITH ON-STREET PARKING. DETAILS REGARDING FINAL PAVEMENT, SIDEWALK, PARKING, AND PLANTING STRIP WIDTHS AND DIMENSIONS TO BE DETERMINED AT FINAL ENGINEERING DESIGN REVIEW. THE LANDSCAPE STRIP WIDTH MAY BE REDUCED TO 0' WHERE ADJACENT TO PARALLEL PARKING TO BE DETERMINED AT FINAL ENGINEERING DESIGN REVIEW.



TYPICAL ALLEY SECTION WITHOUT UTILITIES

N.T.S.

1. NO SANITARY UTILITIES PROPOSED
2. NO PARKING TO BE POSTED.



22' Townhomes -
Number of Units Vary Per Building
Rear Loaded
N.T.S.

SITE DATA

Existing Zoning	Planned Unit Development (PUD)
Existing Future Land Use	Medium Density Residential (MD)
Gross Acres	100 ± Acres

Development Program

Residential

Existing Residential Acres (Parcel 3)	58.39 Acres
Proposed Residential Acres (Parcel 1)	29.31 Acres
Total Residential Acres	87.70 Acres
Existing Residential Units (Parcel 3)*	230 Dwelling Units
Proposed Residential Units (Parcel 1)	125 Dwelling Units
Total Residential Units	355 Dwelling Units
Single Family	230 Dwelling Units
Multifamily/Townhome	125 Dwelling Units
Gross Residential Density (Existing and Proposed)	4.05 D.U./Gross Developable Acres
Net Residential Density (Existing and Proposed)**	4.32 D.U./Gross Developable Acres

*Approved Ordinances 777 & 856 allow for 223 single family dwelling units on Parcel 3 (Previously Parcel 5).
**Calculation is based on total residential acres less floodplain areas.

Remaining Residential Development Program	
Single Family	0 Units
Multifamily/Townhome	75 Units

Residential Design Standards

Residential Type	Front Setback (Min. Ft.)	Side Setback[1] (Min. Ft.)	Rear Setback (Min. Ft.)	Max. Building Height (Ft.)	Max. Impervious Surface Lot Coverage (%)
Single Family	20	5	20	35	65
Townhomes	15/10[3]	10	20[2]	35	80
Apartments	10	35[2]	25[2]	35	65

[1]Side yard and rear yard setbacks are measured from the property line.
[2]Setbacks will be applied to building to building separations.
[3]10' front setback applies to rear-loaded townhomes.

Commercial

Commercial Acres (Parcel 2)*	1.30 Acres

*Parcel 2 may also develop as multifamily/townhomes.

Remaining Commercial Development Program	
Commercial	110,000 SF GFA
Professional Office	50,000 SF GFA

Commercial Design Standards

Commercial Type	Front Setback (Min. Ft.)	Side Setback* (Min. Ft.)	Rear Setback* (Min. Ft.)	Floor Area Ratio (FAR)	Max. Building Height (Ft.)	Max. Impervious Surface Lot Coverage (%)
Commercial	0	15	25	0.25	35	80
Professional Office	0	15	25	0.25	35	80

*Setbacks will be applied to building to building separations.

Open Space

Type	Acres
City Park	2.01
Open Space/Stormwater	29.75
Wetland Conservation	7.20
Total	**38.96**

Notes

1. Building Setbacks from vehicular access ways and parking area:
Front 10'
Side 5'

2. Per the Comprehensive Plan, open space required is 30% (or 30 acres). Approximately 38.96 acres of open space will be provided in this PUD (see table).

3. Landscape buffers will be provided per Ordinance Section 3.4.

4. The open and covered off-street parking area, indicating external lighting systems will be provided on the site plan for each parcel. It is anticipated that the external lighting system will be leased from SECO.

5. The walls, fencing or landscaping where required, between private and common areas, along streets or highways, drainage ways, railroads, and along the periphery of the development will be provided on the site plan for each parcel.

6. Dumpsters will be enclosed with a durable fence and sited out of public view, as possible.

7. Architectural guidelines will be submitted with the individual parcel site plans, including guidelines for the treatment of street lighting, external lighting and roof-mounted equipment.

8. CCR's will be prepared and submitted to the City prior to final plat of any area.

9. Parking will be provided per code requirements of Section 6.5.

10. On street parking will be allowed.

11. Proposed signage for Parcel 1 includes an entry monument at the SR 44 northern most entrance and at the Meadenhall entrance. Proposed monument sign locations are shown on sheet C3.00.

12. Ground Signage for individual commercial parcels will be limited to seven (7) feet in height. Project signage may, with the approval of the Mount Dora P&Z, exceed this height.

13. Each phase of the PUD will be developed as a self sustained entity.

14. Water and sanitary sewer will be connected to the City of Mount Dora systems.

15. Stormwater management system will be provided on site per SJRWMD criteria.

16. The roadway system will be developed through the project with each phase.

17. CR 44-B intersection improvements will be provided per FDOT, Lake County and City requirements.

18. Lighting shall be consistent with Dark Sky principals for fixture types. Lighting and pole fixtures will be decorative.

19. Fire protection will be provided per City code requirements.

20. Open space and recreation will be provided as part of the development of each phase.

21. Existing site vegetation is pasture with scattered pine trees and wetlands along western boundary.

22. Landscaping guidelines for the project will be required to meet or exceed the City of Mount Dora Land Development Code requirements.

Key Map:

Consultant:

NO.	DATE:	DESCRIPTIONS
2	12-03-2021	RESUBMIT TO CITY OF MOUNT DORA
1	11-01-2021	SUBMIT TO CITY OF MOUNT DORA

SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	AS SHOWN

Project Name:
VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:
TYPICAL SECTIONS AND NOTES

Sheet No.:
C4.00

DATE: December 3, 2021

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2021\21-055 PARK SQUARE - LOCH LEVEN\CAD\PRELIMINARY\PD\21-055-PUD-TRS

Exhibit "B"



Tyler | Jackson | Grant | Jackson | Grant | Monroe



Tyler | Jackson | Grant | Jackson | Grant | Monroe



Tyler | Jackson | Grant | Jackson | Grant | Monroe

Architectural Standards for Townhomes:

1. Each townhome building will have (2) elevations. There are 3 building sizes (4-unit, 5-unit and 6-unit) Each building can have 2-3 color scheme combinations.
2. All front windows shall have banding to create architectural interest.
3. To add variety, buildings will be planned with different elevations/colors next door and across the street if the same building unit type.
4. Townhomes shall include features such as front porches, railing, banding around windows and doors, shutters, and variations of horizontal and vertical siding.

Key Map:

Consultant:

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SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	AS SHOWN

Project Name:

VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:

TOWNHOME ARCHITECTURAL ELEVATIONS

Sheet No.:

C5.00

DATE: December 3, 2021

POULOS & BENNETT

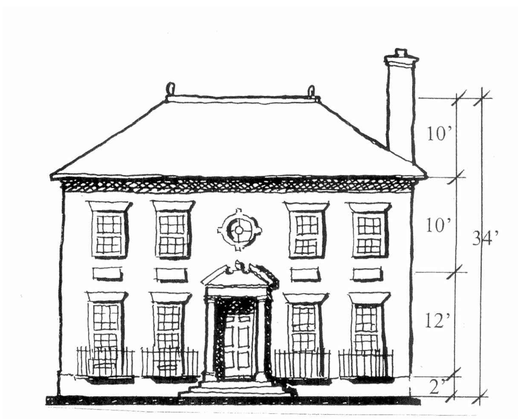
Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2021\21-055 PARK SQUARE - LOCH LEVEN\CAD\PRELIMINARY\P9\21-055-PUD-ARCH-

Exhibit "B"



MULTI FAMILY



COMMERCIAL – FREE STANDING



OFFICE/COMMERCIAL/MIXED USE – STOREFRONT

Mixed Use Buildings:

The idea of a livable self-sustaining community is to provide opportunities for residents to live and work. Mixed-Use buildings with higher densities help create the ability to walk to work as well as provide activity and viability to retail past the five o'clock hour. The types of buildings within the Villages are townhomes with first floor home offices, and first-floor storefronts with offices or apartments above. The architectural character and style is to be harmonious with the styles within the community, mentioned above.

Key Map:

Consultant:

NO.	DATE:	DESCRIPTIONS
2	12-03-2021	RESUBMIT TO CITY OF MOUNT DORA
1	11-01-2021	SUBMIT TO CITY OF MOUNT DORA

SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	21-055
DESIGNED BY:	DG
DRAWN BY:	DG
CHECKED BY:	AM
APPROVED BY:	KH
SCALE IN FEET:	AS SHOWN

Project Name:

VILLAGES OF LOCH LEVEN FINAL PUD AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA, FL

Sheet Title:

COMMERCIAL & APARTMENT ARCHITECTURAL ELEVATIONS

Sheet No.:

C6.00

DATE: December 3, 2021

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
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Z:\2021\21-055 PARK SQUARE - LOCH LEVEN\CAD\PRELIMINARY\PD\21-055-PUD-ARCH-

Exhibit "B"

6Diie | VICINITY MAP



6Diic | NORTH ARROW & SCALE

1" = 100'
GRAPHIC SCALE
0 50' 100' 200'

5Ciii | SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS

Ⓐ HOG WIRE FENCE CROSSES BOUNDARY BY AT MOST 1.5'.
Ⓑ HOG WIRE FENCE CROSSES BOUNDARY BY AT MOST 0.5'.

3 | FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONES "X", "A" & "AE", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120137 0359 E (MAP NO. 12069C0359E3), WHICH BEARS AN EFFECTIVE DATE OF 12/18/2012, AND IS IN A FEMA SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE "A" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, NO BASE FLOOD ELEVATIONS DETERMINED. ZONE "AE" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, BASE FLOOD ELEVATIONS DETERMINED.

6Diid | LEGEND AND ABBREVIATIONS

CONC	CONCRETE SURFACE	E	ELECTRIC BOXES/STRUCTURES
BRW	BRICK RETAINING WALL		UTILITY POLE
BW	BRICK WALL		GUY ANCHOR
BWF	BARBED WIRE FENCE		LIGHT POLE
CCG	CONCRETE CURB & GUTTER		GROUND LIGHT
CLF	CHAIN LINK FENCE	EM	ELECTRIC METER
FND	FOUND	ET	ELECTRIC TRANSFORMER
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	ER	ELECTRIC RISER
HW	HEAD WALL		STORM MANIFOLD
HWF	HOG WIRE FENCE		MITERED END SECTION
IP	IRON PIPE		SANITARY MANHOLE
IRC	IRON ROD WITH CAP		IRRIGATION CONTROL VALVE
LB	LICENSED BUSINESS	WM	WATER VALVE
ORB	OFFICIAL RECORDS BOOK	WM	WATER METER
PB	PLAT BOOK	OR	TELEPHONE RISER
PG	PAGE	RW	RECLAIM WATER VALVE
POB	POINT OF BEGINNING		SIGN
POC	POINT OF COMMENCEMENT		
PSM	PROFESSIONAL SURVEYOR AND MAPPER		CONCRETE MONUMENT AS NOTED
(TYP)	TYPICAL		RECOVERED MONUMENT AS NOTED
			RECOVERED NAIL & DISK "PCP PSM 4606"
	CENTERLINE		SET ½" IRON ROD
OHU	OVERHEAD UTILITY LINE		WITH CAP "LB 6393"
	RIGHT-OF-WAY LINE		

6Cvii | PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES

NONE PROVIDED TO THIS SURVEYOR.

5Ei | "SCHEDULE B - SECTION 2" ITEMS

(9) EASEMENTS SET FORTH IN WARRANTY DEED RECORDED IN O.R. BOOK 723, PAGE 1348, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(10) RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. CONTAINED IN INSTRUMENT RECORDED JANUARY 7, 1976, UNDER O.R. BOOK 603, PAGE 720, PARTIALLY RELEASED BY QUIT CLAIM DEEDS RECORDED IN O.R. BOOK 1479, PAGE 2106 AND O.R. BOOK 1734, PAGE 2035, AS AFFECTED BY SUBORDINATIONS OF UTILITY INTERESTS RECORDED IN O.R. BOOK 4035, PAGES 1736 AND 1740, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN & BLANKET 20' CENTERED ON EXISTING DISTRIBUTION LINES)

(11) DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION CONTAINED IN INSTRUMENT RECORDED MAY 21, 1982, UNDER O.R. BOOK 750, PAGE 475 AND PARTIALLY RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 1734, PAGE 2035, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (DOES NOT AFFECT, IS NOT ON OR ABUTTING SUBJECT PROPERTY)

(12) AVIGATION EASEMENT RECORDED IN O.R. BOOK 1105, PAGE 242, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(13) PERPETUAL RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. CONTAINED IN INSTRUMENT RECORDED NOVEMBER 4, 1993, UNDER O.R. BOOK 1257, PAGE 2042 AND PARTIALLY RELEASED BY QUIT CLAIM DEED RECORDED IN O.R BOOK 1734, PAGE 2035, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(14) ORDINANCE NO. 95-11 RECORDED IN O.R. BOOK 1368, PAGE 1368, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (NOT A SURVEY MATTER)

(15) RESERVATIONS AND EASEMENT SET FORTH IN WARRANTY DEED RECORDED IN O.R. BOOK 1734, PAGE 2037, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(16) DEVELOPMENT AGREEMENT RECORDED IN O.R. BOOK 1768, PAGE 1471, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(17) CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED NOVEMBER 18, 1999, UNDER O.R. BOOK 1770, PAGE 680 AND RERECORDED IN O.R. BOOK 1796, PAGE 465 AND MODIFICATION OF CONSERVATION EASEMENT RECORDED IN O.R. BOOK 1901, PAGE 2159, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (DOES NOT AFFECT, AS SHOWN)

(18) DECLARATION OF NON-EXCLUSIVE DRAINAGE EASEMENT RECORDED IN O.R. BOOK 2945, PAGE 1822, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(CONTINUED AT RIGHT, BELOW)

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE

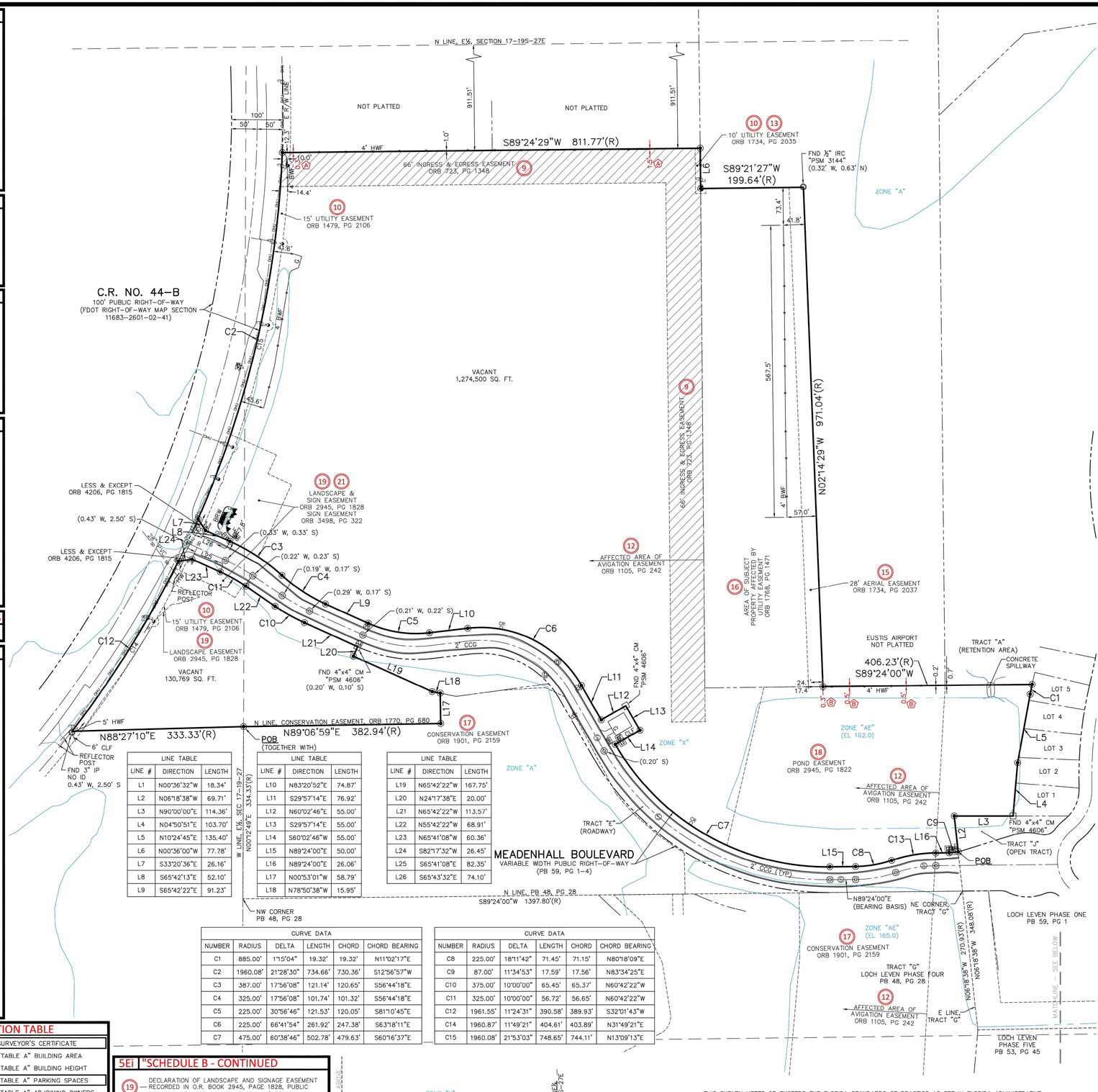
2	"TABLE A" PROPERTY ADDRESS	6Biv	BEARING BASIS	7	SURVEYOR'S CERTIFICATE
3	"TABLE A" FLOOD INFORMATION	6Bvii	CONTIGUITY STATEMENT	7b	"TABLE A" BUILDING AREA
4	"TABLE A" LAND AREA	6Bxii	TITLE COMMITMENT INFORMATION	7c	"TABLE A" BUILDING HEIGHT
5Biii	ACCESS TO PROPERTY	6Cvii	RECORDED SETBACKS/RESTRICTIONS PROVIDED BY INSURED	9	"TABLE A" PARKING SPACES
5Ciii	SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS	6Diic	NORTH ARROW & SCALE	13	"TABLE A" ADJOINING OWNERS
5Ei	"SCHEDULE B - SECTION 2" ITEMS	6Diid	LEGEND & ABBREVIATIONS	14	"TABLE A" INTERSECTING STREET
5F	CEMETERY NOTE	6Diie	VICINITY MAP	16	"TABLE A" EARTH MOVING NOTE
6Bi	TITLE DESCRIPTION	6Diig	SURVEYOR'S NOTES		
		6Diik	TYPE OF SURVEY		

5Ei | "SCHEDULE B - CONTINUED

(19) DECLARATION OF LANDSCAPE AND SIGNAGE EASEMENT RECORDED IN O.R. BOOK 2945, PAGE 1828, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(20) DECLARATION OF RESTRICTIONS RECORDED IN O.R. BOOK 2945, PAGE 1839, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS, NOT A SURVEY MATTER)

(21) SIGN EASEMENT RECORDED IN O.R. BOOK 3498, PAGE 322, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)



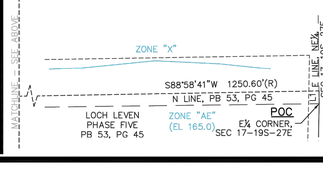
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°36'32"W	18.34'
L2	N06°18'38"W	69.71'
L3	N90°00'00"E	114.36'
L4	N04°50'51"E	103.70'
L5	N10°24'45"E	135.40'
L6	N00°36'00"W	77.78'
L7	S33°20'36"E	26.16'
L8	S65°42'13"E	52.10'
L9	S65°42'22"E	91.23'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	N83°20'52"E	74.87'
L11	S29°57'14"E	76.92'
L12	N60°02'46"E	55.00'
L13	S29°57'14"E	55.00'
L14	S60°02'46"W	55.00'
L15	N89°24'00"E	50.00'
L16	N89°24'00"E	26.06'
L17	N00°53'01"W	58.79'
L18	N78°50'38"W	15.95'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L19	N65°42'22"W	167.75'
L20	N24°17'38"E	20.00'
L21	N65°42'22"W	113.57'
L22	N55°42'22"W	68.91'
L23	N65°41'08"W	60.36'
L24	S82°17'32"W	26.45'
L25	S65°41'08"E	82.35'
L26	S65°43'32"E	74.10'

CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	885.00'	1°15'04"	19.32'	19.32'	N11°02'17"E
C2	1960.08'	21°28'30"	734.66'	730.36'	S12°56'57"W
C3	387.00'	17°56'08"	121.14'	120.65'	S56°44'18"E
C4	325.00'	17°56'08"	101.74'	101.32'	S56°44'18"E
C5	225.00'	30°56'46"	121.53'	120.05'	S81°10'45"E
C6	225.00'	66°41'54"	261.92'	247.38'	S63°18'11"E
C7	475.00'	60°38'46"	502.78'	479.63'	S60°16'37"E

CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C8	225.00'	18°11'42"	71.45'	71.15'	N80°18'09"E
C9	87.00'	11°34'53"	17.59'	17.56'	N83°34'25"E
C10	375.00'	10°00'00"	65.45'	65.37'	N60°42'22"W
C11	325.00'	10°00'00"	56.72'	56.65'	N60°42'22"W
C12	1961.55'	11°24'31"	390.58'	389.93'	S32°01'43"W
C14	1960.87'	11°49'21"	404.61'	403.89'	N31°49'21"E
C15	1960.08'	21°53'03"	748.65'	744.11'	N13°09'13"E



6Bxii | TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 1036616, HAVING AN EFFECTIVE DATE OF MARCH 5, 2021.

SHEET 1 OF 1

6Bi | TITLE DESCRIPTION

VILLAGES OF LOCH LEVIN

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°58'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°18'38" WEST ALONG SAID PROJECTION LINE, 69.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 10°24'45" EAST 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 885.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 19.32 FEET; THENCE SOUTH 89°24'00" WEST, 406.23 FEET; THENCE NORTH 02°14'29" WEST, 971.04 FEET; THENCE SOUTH 89°21'27" WEST, 199.64 FEET; THENCE NORTH 00°36'00" WEST, 77.78 FEET TO A POINT ON A LINE 911.51 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17; THENCE SOUTH 89°24'29" WEST ALONG SAID PARALLEL LINE, 811.77 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 21°53'04", A CHORD BEARING SOUTH 13°09'14" WEST, AN ARC DISTANCE OF 748.66 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 65°42'22" EAST, 74.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 91.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°56'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 66°41'55", AN ARC DISTANCE OF 261.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29°57'14" EAST, 76.92 FEET; THENCE NORTH 60°02'46" EAST, 55.00 FEET; THENCE SOUTH 29°57' 4" EAST, 55.00 FEET; THENCE SOUTH 60°02'46" WEST, 55.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 60°38'46", A CHORD BEARING SOUTH 60°16'37" EAST, AN ARC DISTANCE OF 502.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 50.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 26.06 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°58'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE, 270.93 FEET TO THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE SOUTH 89°24'00" WEST ALONG THE NORTH LINE OF SAID PLAT "LOCH LEVEN PHASE FOUR", 1,397.80 FEET TO THE NORTHWEST CORNER OF SAID PLAT AND A POINT ON THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID SECTION 17; THENCE NORTH 00°12'49" EAST ALONG SAID WEST LINE, 334.33 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1770, PAGE 680, OFFICIAL RECORDS BOOK 1796, PAGE 465, AND OFFICIAL RECORDS BOOK 1901, PAGE 2159 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°06'59" EAST ALONG SAID NORTHERLY LINE, 382.94 FEET; THENCE NORTH 00°53'01" WEST CONTINUING ALONG SAID NORTHERLY LINE, 58.79 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 78°50'38" WEST, 15.95 FEET; THENCE NORTH 65°42'22" WEST, 167.75 FEET; THENCE NORTH 24°17'38" EAST, 20.00 FEET; THENCE NORTH 65°42'22" WEST, 113.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 65.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°42'22" WEST, 68.91 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 56.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 65°42'22" WEST, 82.36 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS 1960.08 FEET, A CENTRAL ANGLE OF 11°49'35", A CHORD BEARING SOUTH 31°49'19" WEST, AN ARC DISTANCE OF 404.58 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°27'10" EAST PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 17, A DISTANCE OF 333.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE LANDS DESCRIBED IN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 4206, PAGE 1815, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE.

6Diig | SURVEYOR'S NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

4 | LAND AREA

NORTHERN PARCEL	1,274,500± SQUARE FEET	29.258± ACRES
SOUTHERN PARCEL	130,769± SQUARE FEET	3.002± ACRES
TOTAL	1,405,269± SQUARE FEET	32.260± ACRES

6Biv | BEARING BASIS

BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF MEADENHALL BOULEVARD, WHICH BEARS N89°24'00"E, PER PLAT.

5F | CEMETERY NOTE

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS OR ISOLATED GRAVESITES ON SUBJECT PROPERTY.

9 | PARKING SPACES

THERE IS NO STRIPPED PARKING ON SUBJECT PROPERTY.

5Biii | ACCESS TO PROPERTY

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MEADENHALL BOULEVARD, A DEDICATED PUBLIC STREET OR HIGHWAY.

16 | EARTH MOVING NOTE

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

6Bvii | CONTIGUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE NOT CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 | SURVEYOR'S CERTIFICATE

TO: PARK SQUARE MF LLC; LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.; AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, AND 19 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON 5/19/2021.
DATE OF PLAT OR MAP: 6/7/2021.

E. GLENN TURNER — STATE OF FLORIDA — REGISTERED SURVEYOR & MAPPER — LS 5643

Digitally signed by E Glenn Turner
DN: c=US, st=Florida, l=Orlando, o=American Surveying & Mapping Inc, cn=E Glenn Turner, email=gturner@asmcorporate.com
Date: 2021.10.14 07:38:26 -04'00'

E. GLENN TURNER — 10/14/21 DATE

PROFESSIONAL SURVEYOR & MAPPER NO: 5643
STATE OF: FLORIDA
PROJECT NO: 210440

SURVEY PREPARED BY:
AMERICAN SURVEYING AND MAPPING, INC.
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FL 32803
CERTIFICATE OF AUTHORIZATION # LB6393
PHONE: (407) 426-7979
FAX: (407) 426-9741
INFO@ASMCORPORATE.COM

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY E. GLENN TURNER PSM #5642 PER FAC 5J-17.062(2)

THIS SURVEY MEETS OR EXCEEDS THE FLORIDA STANDARDS OF PRACTICE AS SET IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17-0.50 FOR A BOUNDARY SURVEY. ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR SURVEYING IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE	REVISIONS	TECH
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DATE	REVISIONS	TECH
9/8/21	ADDED TITLE	JLS
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FIELD	AD	DRAWING SCALE	1"=100'
DRAWN BY	JLS	QC BY	-
DRAWING NAME	210440 – VILLAGES OF LOCH LEVEN ALTA.DWG		

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY SURVEY OF VILLAGES OF LOCH LEVEN MEADENHALL BOULEVARD MOUNT DORA, FLORIDA
LAKE COUNTY
6Diik | 2

AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
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CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- None

INFORMATIONAL ITEMS

1. Business View Magazine. Mayor Crissy Stile, City Manager Patrick C. Comiskey and Economic Development Coordinator Misty Sommer participated in an interview with *Business View* magazine. The article will appear in the magazine's March issue and will feature all of the things that make Mount Dora the ideal location to live, work, and play.

2. Florida League of Cities Legislative Action Days. This year's Legislative Action Days will take place February 8-9 in Tallahassee. City Manager Patrick C. Comiskey will attend with Mayor Stile, Councilmember Rolfson and Councilmember Cataldo.
3. Emergency Repairs - 4th Avenue Docks. Recent high wind conditions caused breakage of multiple pipe hinges along the 4th Avenue docks requiring emergency repair. City Manager Patrick C. Comiskey authorized the emergency repair of the docks by Faden Builders in order to have the docks operational ahead of the Mount Dora Arts Festival. A copy of the proposal is included as **Attachment 1**.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Information only; no action requested.

Attachment(s):
1. Attachment 1 - Faden Emergency Dock Repair Proposal

Prepared by: Merry Lovern , Executive Assistant
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/27/2022

ATTACHMENT #1

Faden Builders, Inc.
1194 Camp Ave., Mount Dora, FL 32757
352-735-9805
State Cert# CGC 060972

Customer

Chet Cramer
City of Mount Dora

PROPOSAL NO. 22-049
Emergency Dock Repair

Project Site

4th Avenue Emergency Dock Repair

1/22/2022

Thank you for requesting a quote from Faden Builders, Inc. We are providing a proposal for the emergency repairs to the 4th Ave floating dock that was damaged by high winds and wave action.

Scope of Work Includes:

1. Mobilization on Monday morning to in stall new pipe in hinges of 3 dock sections
2. Supply and install new hardware to secure pipe in hinge
3. Install additional bolts through one side of pipe hinge to help secure pipe from backing out in the future
4. Provide a mobile welder on Tuesday to weld back a section of broken frame and hinges

Lump Sum: $4,520.00
(four thousand five hundred twenty xx/100 dollars

Alternatives

Bid Qualifications

1. Intent of this repair is to help mitigate any additional damage and be able to open dock before the Craft Festival

Exclusions

1.

Additional items requested that are not specified in the contract will be billed at $60.00 per man hour plus materials marked up at 15%. Estimate firm for 30 (thirty) days. All payments are due within 5 days of payment request, per scheduled draw, or subject to maximum allowable interest. If contract is cancelled after permitting has begun through no fault of contractor, the contractor retains the right of profit in the amount of 10% of the original contract cost.

PCC Initial

Continued

FADEN BUILDERS, INC

Warranties

Standard warranty applies

Terms

Due upon completion

All materials are guaranteed as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the contract amount. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is required to carry fire, tornado, and other necessary insurance. Faden Builders, Inc. is licensed and fully insured. Contractor is not responsible for grass or yard due to wear from walking or material delivery and/or storage.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE ABOVE DATE.

It has been a pleasure to have the opportunity to bid this project. Please feel free to contact me with any questions. We look forward to working with you on this project.

Best regards,

Todd M. Faden
Faden Builders, Inc.

Acceptance of Proposal

The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

City of Mount Dora by Patrick C. Comiskey its city manager
Signature

January 21, 2022
Date

Patrick C. Comiskey
Printed Name

City Manager
Title

PCC Initial

CITY OF MOUNT DORA

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

DATE: **February 1, 2022**

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

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Lobbyist Update

Introduction:
Peebles, Smith & Matthews, recently acquired by GrayRobinson, 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, recently acquired by GrayRobinson, supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the Week 1 and Week 2 Legislative Session reports.

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. Newsletter 2022 Session- Week 1
2. Newsletter 2022 Session- Week 2

Prepared by: Merry Lovern , Executive Assistant

Reviewed by:	Jessica Burnham, City Clerk	Approved - 1/25/2022
	Patrick Comiskey, City Manager	Final Approval - 1/27/2022

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West Palm Beach

2022 Legislative Session – Week 1

The 2022 Legislative Session kicked off on Tuesday, January 11th with the typical pomp and circumstance that accompanies a new session. The Governor addressed the full body (House & Senate) with his State of the State address where he highlighted Florida's continued economic success, the protection of individual liberties, the state's low tax climate, as well as the appropriation focuses of his administration for the upcoming session. Historically, election years dictate that legislators pass fewer bills and generally keep the tenor of session light while wrapping up their business on time in order get home and campaign, i.e. fundraise.

This year, however, things could be very different. Florida will play a significant role in national politics as we gear up for federal mid-term elections. With the Governor being identified as a potential national candidate look for the House and Senate to pass a significant portion of his legislative agenda. Topics to be discussed this session include - Abortion; Election Security; Standardized Testing in Education; Insurance Reform; Local Government Preemption; Critical Race Theory; Immigration; and Health Care.

Expect this election year session to be filled with hyper-partisan fireworks.

January 14, 2022
2022 Legislative Session
Week 1

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

Link to Florida Senate Calendar

Link to Florida House Calendar

Florida Economic Overview

The state is continuing to see higher-than-projected revenues, according to a recent report by state economists in the Legislature's Office of Economic and Demographic Research.

The state collected $398.8 million more in general-revenue taxes than expected in November, a continued trend, as revenue exceeded expectations by $435.5 million in October and $442.2 million in September, respectively.

According to the report, much of the November increase came from sales taxes, which was $294.8 million over projections. The state had anticipated $2.3792 billion in sales taxes and brought in $2.674 billion. Also, the state collected $29.1 million more than expected in documentary-stamp taxes. This information will play a critical role as the legislature begins to craft their budget for FY 2022-23. Last month, the Governor released his proposed budget which totals $99.7 billion.

Reapportionment

This week, the Senate Reapportionment Committee unanimously approved its draft of Florida's congressional map. The map is SB 8040 (SB 8040) and the legislation that goes with the map is SB 102. As you will see from the map, the state will gain a new congressional district due to population growth. According to the 2020 U.S. Census, Florida's population grew by 2.7 million.

The Senate Reapportionment Committee on Thursday (1/13/22) also passed its draft of the Senate map, SB 100, by a vote of 10 yeas, 2 nays. Here's a link to the Senate map: Senate Map

The Senate may vote as early as next week on their final maps, continuing to outpace the House in its redistricting work. The House versions of the both the congressional and state districts are anticipated in the coming weeks.

Bills of Interest

HB 569 (McClure) – Business Damages Caused by Local Governments

HB 569 passed its first committee of reference in the House, the House Civil Justice & Property Rights Subcommittee. CS/HB 569 creates a mechanism for a Florida business owner to recover business damages related to government action not amounting to a taking in specified circumstances. Specifically, the bill: Entitles a business to claim business damages from a county

or municipality if the county or municipality enacts or amends an ordinance or charter provision that has or will cause a reduction of at least 15 percent of the business's profit and the business has engaged in lawful business in Florida for at least three years before the ordinance or charter is enacted or amended. HB 569 excludes specified ordinances and charter provisions from its scope, including certain emergency ordinances. The bill authorizes one-way attorney fees and costs for a prevailing business and specifies the mechanism for calculating such fees and costs. The Senate version, SB 620 is expected to be heard in its final committee, the Senate Appropriations Committee next week.

HJR 1 (Tomkow) & SB 1740 (Brodeur) – Additional Homestead Property Tax Exemption

HJR 1 & SB 1740 propose an amendment to the Florida Constitution to authorize the Legislature to create an additional $50,000 homestead exemption on the property's assessed value greater than $100,000 and up to $150,000 to certain public employees. The homestead property must be owned by a classroom teacher, a law enforcement officer, a correctional officer, a firefighter, a child welfare service provider, an active-duty member of the United States Armed Services or a member of the Florida National Guard.

HB 621 (Fine) & SB 1162 (Broxson) – Infrastructure Project Funding/Transfers of Utility Revenues

HB 621 (Fine) and SB 1162 (Broxson) prohibit specified state agencies and water management districts from disbursing state funds (including grants) for local government infrastructure, water and resiliency projects if the local government transfers its utility revenues (other than the costs of administrative and support services under a cost allocation plan) for use in providing general government functions and services.

SB 974 (Gruters) & HB 985 (Beltran) – Sovereign Immunity

SB 974 (Gruters) and HB 985 (Beltran) revise the statutory limits on liability for tort claims against the state and its agencies and subdivisions. The bills seek to increase the current statutory limits for claims from $200,000 per person and $300,000 per incident to $1 million per person and an elimination of the per-incident cap. Beginning July 1, 2023, the legislation would tie the revised limit to a consumer price index (CPI) to automatically increase with inflation every year. The bills will retroactively apply these new limits to any pending claims that have not been settled by the effective date of the bill (July 1, 2022).

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2022 Legislative Session – Week 2

The Florida Legislature concluded its work for the second full week of the 2022 Legislative Session on Friday, January 21st. This week multiple large scale policies were debated in committee, including the creation of a new cause of action for businesses to sue local governments based upon lost revenue related to an ordinance passed, and the beginning of the abortion debate in House committee. Week three will continue to see legislators work on the budget at the sub-committee level, with anticipated budget allocations in week 5.

Emergency Preparedness and Response Fund

Largely due to the exorbitant sums of money available in 2022, the Governor's Office proposed, in his recommended budget, the creation of an additional "rainy day" fund. SB 98 creates the Emergency Preparedness and Response Fund within the Executive Office of the Governor. The trust fund is available as a primary funding source for the Governor for purposes of preparing or responding to a disaster declared by the Governor as a state of emergency that exceeds regularly appropriated funding sources.

Since the Emergency Preparedness and Response Fund is a newly created trust fund, it will require an affirmative vote of three-fifths of the membership of both the House and Senate for passage.

On Wednesday, the full Senate reduced the pot of emergency funding in the bill from $1B to $500M. The House proposal, HB 7025, currently contains $1B, so the two chambers will have to negotiate the difference.

Reapportionment

On Thursday, the full Senate passed new political maps for both the state Senate (SB 100) and congressional districts (SB 102). The maps now head to the Florida House where approval is

January 21, 2022
2022 Legislative Session
Week 2

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

Link to Florida Senate Calendar

Link to Florida House Calendar

expected on the state Senate proposal, but a decision on Florida's 28-congressional district map is still up in the air.

Governor DeSantis over the weekend surprised many by submitting his own congressional map that was more favorable for Republicans, however, the Florida Senate did not consider DeSantis' map. The Senate's plan would create 16 congressional districts former President Donald Trump would have won in 2020, while DeSantis' draft map has 18 Trump-won seats.

The House State Legislative Redistricting Committee met on Friday, January 21st, and voted on a state House map. The map, H000H8009, may be viewed on the Florida Redistricting website by using this link: Florida Redistricting and searching Plan Name "H000H8009". The full House Redistricting Committee is set to meet January 26th.

Bills of Interest

HB 619 (Rodriguez) & SB 1336 (Boyd)– United States-produced Iron and Steel in Public Works Projects

The bill requires a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project to include a requirement that any iron or steel product used or purchased for the project must be produced in the United States. The bill waives the requirement if the following is determined:

- Iron or steel products produced in the U.S. are not produced in sufficient quantities reasonably available, or of satisfactory quality.
- The use of iron or steel products produced in the U.S. will increase the total cost of the project by more than 20%.
- Compliance is inconsistent with public interest.

HB 619 was heard in the House Local Administration & Veterans Affairs Committee on Wednesday and passed unanimously. The House bill has two committees of reference left. The Senate version, SB 1336, has not yet been heard in a committee.

SB 518 (Brodeur) & HB 1555 (McClain) - Private Property Rights to Prune, Trim, and Remove Trees

The legislation amends a provision in current law prohibiting a local government from requiring a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from a certified arborist or a licensed landscape architect, that the tree presents a danger to persons or property.

The bill adds certain qualifiers and definitions to provide clarity in the operation of the existing provision and requires a property owner to possess documentation that a tree poses an "unacceptable risk" to persons or property before engaging in tree pruning, trimming, or removal. A tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate, as defined by Best Management Practices - Tree Risk Assessment, Second Edition (2017).

SB 518 was heard in its first of three committees of reference this week and passed without opposition.

SB 510 (Brodeur) & HB 301 (Roach) - Financial Disclosures for Local Officers

CS/SB 510 requires the following local officers to file full and public disclosure of financial interests pursuant to the Florida Constitution (CE Form 6) annually, beginning with the 2022 filing year:

- Mayors
- City commissioners
- Elected members of a city council; town council; village council; or other governing body of a city, town, or village
- City, county, town, or village managers

CS/SB 510 is in its last committee of reference, and HB 301 is waiting to be heard in its second committee of reference.

HB 215 (DiCeglie) & SB 254 (Brodeur) - Emergency Orders Prohibiting Religious Services or Activities

The State Emergency Management Act gives the Governor, the Division of Emergency Management, and counties and municipalities the authority to issue emergency orders during states of emergency and provides for the duration of such orders.

Under CS/HB 215, no emergency order may expressly prohibit religious institutions from conducting regular religious services or activities. The bill provides an exception for a general provision in an emergency order that applies uniformly to all entities in the affected jurisdiction. A general provision in an emergency order that also applies to religious institutions must be in the furtherance of a compelling government interest and be the least restrictive means for furthering that interest.

CS/HB 215 passed its second of three committees of reference this week. The Senate bill is ready to be considered by the full Senate.