



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
December 19, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

BOARD APPOINTMENTS

1. Advisory Board and Committee Appointments and Reappointments 5

CONSENT AGENDA

1. Request Approval of Amendment 5 to the Solid Waste Agreement between the City of Mount Dora and Waste Management, Inc. of Florida 33
2. Request Approval of Equipment Lease with Seminole Office Solutions for Police Property and Evidence Copier and Authorize the City Manager to Sign Any Lease Agreement as Applicable 54
3. Request Approval of Task Authorization with RCM Utilities to Replace Contact Chamber Control Valves at WWTP#1 139

- | | |
|--|-----|
| 4. Request Approval of Task Authorization with Faden Builders, Inc. for Retaining Wall Construction and Removal of a Derelict Tank at WWTP#2 | 226 |
| 5. Request Approval of Task Authorization with Halff, Inc. to Design Forres Park Parking Lot and Drainage Improvements to Mitigate Flooding on 9th Avenue at Forres Park | 442 |
| 6. Request Approval of Task Authorization with Kimley-Horn and Associates, Inc. for Professional Service Required by FDEP Consent Order | 478 |
| 7. Request Approval of Capital Replacement of Firefighter Personal Protective Equipment | 529 |

ACTION ITEMS

- | | |
|--|-----|
| 1. Request Approval of Amendment 1 to the Construction Manager At Risk (CMAR) Agreement with Ajax Building Company LLC for acceptance of Guaranteed Maximum Price (GMP) for the construction of Mount Dora Public Works Facility | 534 |
| 2. Request Approval of Agreement Between the City of Mount Dora and Milestone Professional Services, Inc. for Financial Reporting Services | 798 |
| 3. Request Approval of an Interlocal Agreement Between the City of Mount Dora and Lake County Related to the Maintenance of Certain Facilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441 | 805 |
| 4. Request approval of Task Authorization/Guaranteed Maximum Price for CMAR Services for Forest Preserve | 828 |
| 5. Request Approval of 2024 City Council Regular Session Meeting Dates | 848 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

- | | |
|--|-----|
| 1. Request Adoption of Resolution No. 2023-62 (CRA), Amendment 1 to CRA Interlocal Agreement Between the City of Mount Dora and the Mount Dora Community Redevelopment Agency | 858 |
| 2. Request Adoption of Resolution No. 2023-63 , Amendment 1 to the Interlocal Agreement Between the City of Mount Dora and the Mount Dora North East Community Redevelopment Agency | 866 |
| 3. Request Adoption of Resolution 2023-58 , Approving the Master Fee Schedule | 874 |
| 4. Request Adoption of Resolution No. 2023-66 , Adding Tuesday, November 5, 2024 to the City's Observed Holiday Schedule | 898 |
| 5. Request Adoption of Resolution No. 2023-67 , Employee Pay Grade Classifications Amended | 902 |
| 6. Request Adoption of Resolution No. 2023-68 , Naming of the Mount Dora Community Building | 916 |

DISCUSSION ITEM

1. City Attorney to Discuss a Draft of the Wolf Branch Resolution

CITY MANAGER'S REPORT

- | | |
|---|-----|
| 1. Lobbyist Update | 919 |
| 2. Update Regarding Historic Site Status of Mount Dora Community Building | 923 |

CITY ATTORNEY'S REPORT

- Councilmember John Cataldo
- Councilmember Cal Rolfson
- Councilmember Dennis Dawson
- Councilmember Nate Walker
- Councilmember Doug Bryant

- Vice-mayor Marc Crail
- Mayor Crissy Stile
- January 2, 2024, 6:00 PM, Regular Session
- January 16, 2024, 6:00 PM, Regular Session
- February 6, 2024, 6:00 PM, Regular Session
- February 20, 2024, 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 THE 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.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Advisory Board and Committee Appointments and Reappointments

Introduction:

This is an opportunity for Council to appoint members to Advisory Boards and Commissions.

Discussion:

The following seats will become available on December 31, 2023, and are open for appointment.

John Cataldo, District 1

CRA Advisory Committee: Andrea Lother

Historic Preservation Board: Patricia Huizing

Library Advisory Board: Amber Perretti

North East CRA Advisory Committee: Lillie Taylor

Parks and Recreation Advisory Board: Suzanne Scheck

Planning and Zoning Commission: James Homich

Public Arts Commission: John Wesner

Cal Rolfson, District 2

Library Advisory Board: Laura Busch

Public Arts Commission: Thomas Decker

Vice-mayor Marc Crail, District 4

Historic Preservation Board: Kathleen Benjamin

Library Advisory Board: William Lowery

Parks and Recreation Advisory Board: Mark Woerner

Planning and Zoning Commission: Harris Turner

Public Arts Commission: Maryann McNamara

Nate Walker, District 5

Historic Preservation Board: Robert Gordon

Library Advisory Board: Janet Manchon
North East CRA Advisory Committee: Roselyn Harris
Planning and Zoning Commission: Tom Dring

Crissy Stile, Mayor
CRA Advisory Committee: Akhtar Hussain
Historic Preservation Board: Det Joks
Library Advisory Board: Cathy Gillespie
North East CRA Advisory Committee: Rona Rowe
Parks and Recreation Advisory Board: Karla Rainer
Planning and Zoning Commission: Kris Haukoos
Public Arts Commission: Susan Geiger

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

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

Attachment(s):

1. Attachment #1. Lother.CRA.Reappointment Letter 2024
2. Attachment #2 Perretti.LAB.Online Form Submittal_ Board Application
3. Attachment #3 Homich.P&Z.Reappointment Letter 2024
4. Attachment #4 Wesner.PAC.Reappointment Letter 2024
5. Attachment #5 Busch.LAB.Online Form Submittal_ Board Application
6. Attachment #6 Decker.PAC.Reappointment Letter 2024
7. Attachment #7 Turner.P&Z.Online Form Submittal_ Board Application
8. Attachment #8 Woerner.PRAB.Reappointment Letter 2024
9. Attachment #9 Gordon.HPB.Reappointment Letter 2024
10. Attachment #10 Dring.P&Z.Reappointment Letter 2024
11. Attachment #11 Rowe.North East.Reappointment Letter 2024
12. Attachment #12 Haukoos.P&Z.Reappointment Letter 2024
13. Attachment #13 Huizing.Taylor.Scheck
14. Attachment #14 Berndt.Benjamin.McNamara
15. Attachment #15 Hussain.Middleton
16. Attachment #16 Joks.HPB.Reappointment Letter 2024
17. Attachment #17 Rainer.Online Form Submittal_ Board Application
18. Attachment #18 Manchon
19. Attachment #19 Susan Geiger.PAC

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

ATTACHMENT #1

1/4/23 2023

City Councilmember: John Cataldo
510 North Baker Street
Mount Dora, FL 32757

Re: CRA Committee Member
Re-Appointment DISTRICT
NUMBER: 1

Dear Council-member John Cataldo

I am currently serving as a member of the CRA. My current term on the CRA expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the CRA for another term.

Sincerely,



Name: Andrea Lother
Address: 961 Liberty Ave
MT Dora, FL 32757

Cc: City Manager, CMOffice@ci.mount-dora.fl.us

ATTACHMENT #2

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Sunday, October 15, 2023 3:36:44 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.

First Name Amber

Last Name Perretti

Address1

Address2 *Field not completed.*

City Mount Dora

State FL

Zip 32757-6245

Phone Number

Email Address

Provide a brief statement relating to your education, experience and reason for wishing to serve

Education: Bachelor of Science- Architectural Engineering, UF
Master Gardener Volunteer

Experience: 20+ years in healthcare mechanical design & general contracting/ construction management

Reason for serving: It is extremely important to me to make a positive impact in the community where I live. I volunteer regularly with the Mt Dora Friends of the Environment tree watering group, at the Nunan Butterfly Garden, Lake County Agriculture Extension Discovery Gardens, Round Lake Charter School Horticulture & Environmental Stewardship program, and with the City of Mt Dora horticulture department.

ATTACHMENT #2

Resume or additional
attachments (not
required)

Field not completed.

Boards on which you
wish to serve

W.T. Bland Public Library

Upon Completion

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

Email not displaying correctly? [View it in your browser.](#)

ATTACHMENT #3
James L. Homich
LAWYER

621 E. FIFTH AVENUE
MOUNT DORA, FLORIDA 32757
352.383.3031 fac.8833
jhomich@earthlink.net

December 7, 2023

City Councilmember: John Cataldo
510 North Baker
Street Mount
Dora, FL 32757

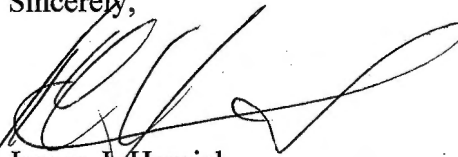
Re: Planning and Zoning Commission Member Re-Appointment:

Dear Councilmember Cataldo:

I am currently serving as a member of the Planning & Zoning Commission. My current term on the Planning & Zoning Commission expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Planning & Zoning Commission for another term.

Sincerely,



James. L. Homich

cc: City Manager, CMOOffice@ci.mount-dora.fl.us

ATTACHMENT #4

Date

City Councilmember:
John Cataldo
510 North Baker Street
Mount Dora, FL 32757

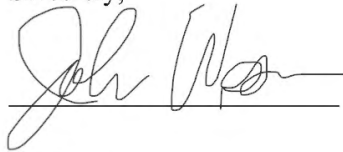
Re: Public Arts
Commission
Member Re-
Appointment
District No. 1

Dear Councilmember Cataldo:

I am currently serving as a member of the Public Arts under appointment by you. My current term on the Public Arts Commission expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Public Arts Commission for another term.

Sincerely,

A handwritten signature in black ink, appearing to read "John Cataldo", is written over a horizontal line.

Address:

• 1018 Helen Street
32757 •

Cc: City Manager Patrick Comiskey

ATTACHMENT #5

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, October 12, 2023 5:11:21 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.

First Name	Laura
Last Name	Busch
Address1	
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL
Zip	32757
Phone Number	
Email Address	
Provide a brief statement relating to your education, experience and reason for wishing to serve	I am a Lake County native who grew up going to school in Mt. Dora, and now live in the city with my husband since 2015. I am a Registered Nurse with 16 years of experience, 10 years of critical care bedside and 6 in nursing education. I currently am pursuing my Masters degree from UCF. My husband and I have one child, a son who just started Kindergarten. We love our city and all that it has to offer. As a nurse my passion is serving and helping others, and I look forward to serving the community and making it the best place for my son to grow up in.
Resume or additional attachments (not required)	<i>Field not completed.</i>

ATTACHMENT #5

Boards on which you
wish to serve

Library Advisory Board

Upon Completion

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

Email not displaying correctly? [View it in your browser.](#)

ATTACHMENT #6

December 11, 2023

City Councilmember:
510 North Baker Street
Mount Dora, FL 32757

Re: Public Arts Commission
Member Re-Appointment
District No. 2

Dear Councilmember __Rolfson____:

I am currently serving as a member of the Public Arts under appointment by you. My current term on the Public Arts Commission expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Public Arts Commission for another term.

Sincerely,

Thomas Decker

Address:

Cc: City Manager Patrick Comiskey

ATTACHMENT #7

Print

Board Application - Submission #5046

Date Submitted: 11/22/2023



**CITY OF
MOUNT
DORA**

C C

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

A

C

M

C

M

Please complete all of the date fields listed below.

First Name*

Harris

Last Name*

Turner

Address1*

Address2

City*

Mount Dora

State*

Florida

Zip*

32757

N

E A

mrbsa@aol.com

ATTACHMENT #7

I have prior experience on the Planning and Zoning Board. I have been a Mount Dora resident and property owner since 2022. I have a extensive background in Florida real estate and planning and zoning.

RESUME.doc

Planning and Zoning

C

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

ATTACHMENT #7

RESUME
R. HARRIS TURNER
619 E. FIRST AVE.
MOUNT DORA, FLORIDA 32757
CELL 1-352-874-9595
EMAIL MRBSA@AOL.COM

B. A. ECONOMICS AND BUSINESS, THE UNIVERSITY OF THE SOUTH, 1964
J. D. LAW, THE UNIVERSITY OF TENNESSEE LAW SCHOOL, 1970

1965-1967, Drafted U. S. Army, Payroll specialists

1970-1971, Research Aide for Appellate Judge, 3rd District Court of Appeals

1971-1973, Assistant City Attorney City of Miami, specializing in Real Estate Law

1973-1976, Private practice with the firm of Turner, Shapiro & Levy, Miami, Florida

1976-1986, Vice President and General Counsel for the following corporations:
1976-80-International Air Leases, 1980-1984-United Medical Corporation, 1984-1987
Paulucci Enterprises.

1986-1994 Owner and President of Fidelity Title and Guarantee Corp. With two partners we purchased this company and developed it from 20 employees with a gross income of \$450,000 to over 120 employees and \$5 million gross income. We sold the company in 1994 to a large multi-national title underwriter.

1995-1998, Member of the Board of Directors and Legal Advisor for CPS, an American Stock Exchange public company. Company was sold in 1998.

1999-2008, Member of the Board of Directors and Legal Advisor for Florida Episcopal Credit Union.

2014-Present, Legal Advisor and Chief Judge for Riding into History. A 501 (c)(3) corporation dedicated to vintage motorcycle shows. Riding into History puts on the largest vintage motorcycle show in the Eastern U.S. They have donated over \$600,000 to charity.

Served on the City of Mount Dora Library Advisory Board, Planning and Zoning Board and the Building Heights Advisory Board.

ATTACHMENT #8

December 11, 2023

Mr. Marc Crail
Council Member District 4
510 North Baker Street
Mount Dora, FL 32757

Re: Parks and Recreation Advisory Board
Member Reappointment
District No. 4

Dear Councilmember Crail,

I am currently serving as a member of the Parks and Recreation Advisory Board under appointment by you. My current term on the Parks and Recreation Advisory Board expires December 31, 2023.

Please consider this letter as my request to be considered for reappointment to the Parks and Recreation Advisory Board for another term.

Thank you for considering this request as I desire to continue to serve the City of Mount Dora.

Sincerely,

A handwritten signature in black ink that reads "Mark R. Woerner". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Mark R. Woerner

8306 Bridgeport Bay Circle
Mount Dora, Florida 32757

Cc: City Manager Patrick Comiskey

ATTACHMENT #9

24 November, 2023

City Councilmember: Nate Walker
510 North Baker Street
Mount Dora, FL 32757

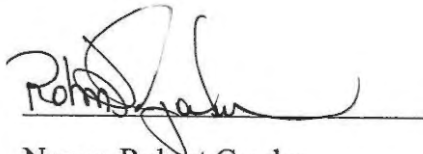
Re: Historic Preservation Board
Member Re-Appointment
District No. 5 (Councilman Walker's District)
District No. 1 (Member's District)

Dear Council-Member Walker:

I am currently serving as a member of the Historic Preservation Board under appointment by you. My current term on the Historic Preservation Board expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Historic Preservation Board for another term.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Gordon", is written over a horizontal line.

Name: Robert Gordon

Address: 601 E. First Ave

Cc: City Manager Patrick Comiskey

ATTACHMENT #10

11/16, 2023

City Councilmember: Nate Walker

510 North Baker Street
Mount Dora, FL 32757

Re: Planning and Zoning Commission
Member Re-Appointment

DISTRICT NUMBER:

Dear Council-member Walker :

I am currently serving as a member of the Planning & Zoning Commission. My current term on the Planning & Zoning Commission expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Planning & Zoning Commission for another term.

Sincerely,



Name: Tom Dring

Address: 908 N Treman St, Mount Dora

Cc: City Manager, CMOffice@ci.mount-dora.fl.us

November 21, 2023

City Councilmember: Crissy Stile
510 North Baker Street
Mount Dora, FL 32757

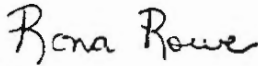
Re: Northeast CRA Committee
Member Re-Appointment
DISTRICT NUMBER: At-Large

Dear Council-member Crissy Stile:

I am currently serving as a member of the Northeast CRA Committee. My current term on the Northeast CRA Committee expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Northeast CRA Committee for another term.

Sincerely,



Rona Rowe
1641 Mountclair Court
Mount Dora, FL 32757

Cc: City Manager, CMOOffice@ci.mount-dora.fl.us

ATTACHMENT #12

11/11/2023

City Councilmember: Crissy Stile
510 North Baker Street
Mount Dora, FL 32757

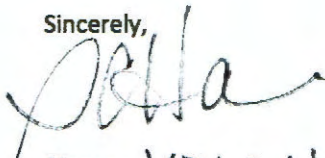
Re: Planning and Zoning Commission
Member Re-Appointment

Dear Mayor Crissy Stile

I am currently serving as a member of the Planning & Zoning Commission. My current term on the Planning & Zoning Commission expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Planning & Zoning Commission for another term.

Sincerely,



Name: KRIS HAWKWOODS

Address: 925 NORTHSIDE DR
MOUNT DORA, FL 32757

Cc: City Manager, CMOffice@ci.mount-dora.fl.us

ATTACHMENT #13

Hand, Jeanann

From: Cataldo, John
Sent: Tuesday, December 12, 2023 9:03 AM
To: Hand, Jeanann
Subject: Re: December 19th Board and Committee Appointments-Unfilled Seats

Good morning Jeanann, I will be re-appointing all of my committee members. However, Suzanne Scheck would like to go to the Historic Board if possible. I see district 4 has an opening. Could you check to see if that councilman would consider appointing her? If so, then I will look for another Parks person. And, if not, she will stay on the Parks committee.

Let me know what you find out either way.

Thank you,
John Cataldo

From: Hand, Jeanann
Sent: Friday, December 8, 2023 5:03 PM
To: Sumner, Adam; Sandersfeld, Vince; Shonk, Troy; Carson, Christopher
Cc: Comiskey, Patrick; Lovern, Merry
Subject: December 19th Board and Committee Appointments-Unfilled Seats

Good afternoon.

We have many great appointments and reappointments on the December 19th City Council agenda. However, some seats seem to remain unfilled at this point. Please see below.

ROSTERS - PROJECTED UNFILLED SEATS AS OF 12/08/23

HPB	District 1	Patricia Huizing	12/31/2023	201-627-0301	phuizi
Northeast	District 1	Lillie Taylor	12/31/2023	352-434-5195	family-con
PRAB	District 1	Suzanne Scheck	12/31/2023	516-982-1129	suzanneM
CRA	District 4	David Berndt	12/31/2023	850-570-4243	dcbe
HPB	District 4	Kathleen Benjamin	12/31/2023	954-483-9806	dflmt7
PAC	District 4	Maryann McNamara	12/31/2023	352-589-5685	mac4mtu
PRAB	District 4	Mark Woerner	12/31/2023	954-868-2896	woerner
CRA	District 5	Jay Smith	12/31/2023	352-455-7809	jaysmit
Northeast	District 5	Rosalyn Harris	12/31/2023	352-551-3212	harris.ros
PAC	District 5	Keashawn "Kay" Volmar	12/31/2023	516-503-4033	kvolm
PRAB	District 5	William Larkin	12/31/2023	352-223-1849	larkin
CRA	Mayor	Akhtar Hussain	12/31/2023	407-416-6000	akhtarhu
PAC	Mayor	Harlow Middleton	12/31/2023	352-516-4903	harlowmidl
PRAB	Mayor	Amy Fortenberry	12/31/2023	352-516-2772	amvforter

A board application is online here: <https://ci.mount-dora.fl.us/FormCenter/City-Clerks-Office-17/Board-Application-72>

I've also attached a template of the Request for Re-appointment letter.

ATTACHMENT #13

Although recently there have not been many received, submitted board applications are uploaded here:
<https://files.ci.mount-dora.fl.us/?u=G2vr&p=hkhe>

Please let me know if you have any questions or comments, or if I can assist in any way.

Thanks and have a great weekend.



Jeanann Hand

City Clerk

T: (352) [735-7126](tel:352-735-7126) Ext. 1111 (Office)

M: (352) [272-7277](tel:352-272-7277) (Mobile)

E: handj@cityofmoundora.com (Email)

City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

ATTACHMENT #14

Hand, Jeanann

From: Crail, Marc
Sent: Friday, December 8, 2023 10:40 PM
To: Hand, Jeanann
Subject: Re: December 19th Board and Committee Appointments-Unfilled Seats

Hi Jeanann. All of my District 4 reappointments are good to go including David Berndt CRA, Kathy Benjamin Historic, Maryann McNarmara Public Arts, and Mark Woerner Parks & Rec.

Marc

ATTACHMENT #15

Hand, Jeanann

From: Stile, Crissy
Sent: Monday, December 11, 2023 7:20 AM
To: Hand, Jeanann
Subject: Re: December 19th Board and Committee Appointments-Unfilled Seats

Good morning Jeanann,

Are any of these applications for PRAB?

Also, Harlow and Akhthar will continue to serve another term. Thank you.

Crissy Stile
Mayor, City of Mount Dora

T: [\(352\) 735-7100](tel:(352)735-7100) x1104
M: [\(352\) 408-4693](tel:(352)408-4693)
E: Stilec@Cityofmountdora.com

Det H. Joks, P.A.

ATTORNEY & COUNSELOR AT LAW

Det H. Joks

8849 Beacon Hill Avenue
Mount Dora, Florida 32757

Telephone: (352) 729-0869
Cell (305) 588-0482
E-mail: Jokslaw@aol.com

December 5, 2023

City Councilmember: Mayor Crissy Stile
510 North Baker Street
Mount Dora, FL 32757

Stilec@cityofmounddora.com

Re: Historic Preservation Board
Member Re-Appointment
Mayoral Appointment

Dear Mayor Crissy Stile:

I have been serving as a member of the Mount Dora Historic Preservation Board for the past 5 years. I have been honored by my board to serve as Chairperson of the board for the past 3 years. My current term on the Historic Preservation Board expires on December 31, 2023.

Please consider this letter as my request to be considered for re-appointment to the Historic Preservation Board for another term. I have attached my Curriculum Vitae, for your reference, to re-establish my qualifications to proudly serve the City of Mount Dora with distinction.

Sincerely,



Det H. Joks

Cc: City Manager: CMoffice@ci.mount-dora.fl.us

ATTACHMENT #16

CURRICULUM VITAE

DET H. JOKS
ATTORNEY AT LAW

Det H. Joks is an "A-V" rated attorney by Martindale Hubbell

EDUCATION:

University of Miami School of Law, Miami, Florida
Juris Doctor, 1972

Fairleigh Dickinson University, Rutherford, New Jersey
Bachelor of Arts, 1969

ADMITTED TO THE FOLLOWING COURTS:

United States Supreme Court (1981)

Florida Supreme Court and all State Courts (1972)

U.S. District Court of Appeals - 11th Circuit (1974)

U.S. District Court for Southern District of Florida (1972)

U.S. District Court for Middle District of Florida (1979)

PROFESSIONAL MEMBERSHIPS:

The Florida Bar Association

Page - 2 - of Curriculum Vitae
Det H. Joks, Attorney at Law

ATTACHMENT #16

PROFESSIONAL MEMBERSHIPS (con't page 2)

Member of the Real Property, Probate and Trust Law Section of The Florida Bar

Former Committee Member of Construction and Public Contract Law of The Florida Bar

Attorneys' Real Property Council (President 1992)

Title Agent for Attorneys' Title Insurance Fund, Inc. (1976 - 2014)

University of Miami School of Law, Law Alumni Association (Past President 1999-2000)

Golden Triangle Toastmaster - Lake County (Past President) and South Dade Toastmasters (Past President)

Former American Arbitration Association Judge

German American Business Council (Founding Member)

Former Business Networking International member - Dadeland Chapter (Founding Member and President 2001)

MOUNT DORA CIVIC PARTICIPATION

Historic Preservation Board - 2018-2023 (Chairperson 2021 -2023)

Special Code Advisory Committee - 2019 - 2021 (To redraft Mount Dora Sign Ordinance and draft new Mural Ordinance)

LAKE COUNTY CIVIC PARTICIPATION

TEDx Eustis – Speech Coach for presenters (2018 – 2023)

ATTACHMENT #17

Print

Board Application - Submission #4657

Date Submitted: 7/12/2022



**CITY OF
MOUNT
DORA**

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.

First Name*

Karla

Last Name*

Rainer

Address1*

2407 Sabastian Street

Address2

City*

Mount dora

State*

FL

Zip*

32757

Phone Number*

4077758889

Email Address*

bnkrainer@gmail.com

ATTACHMENT #17

Provide a brief statement relating to your education, experience and reason for wishing to serve*

My background is in business administration and human resources. I have my BA in Business Administration and have been working in customer service roles in one way or another since I was 16. I wish to serve on a board because of how much I love Mount Dora and just enjoy working with others. I have a passion to help others and want to get started with being more involved. I have lived here since 2015 and have loved the city more and more. I am a mother raising two girls and i could not think of a better place for them to grow up.

Resume or additional attachments (not required)

K. Rainer.docx

Boards on which you wish to serve*

Parks and Rec, or Historic Preservation, or any that can could use me.

Upon Completion

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

ATTACHMENT #18

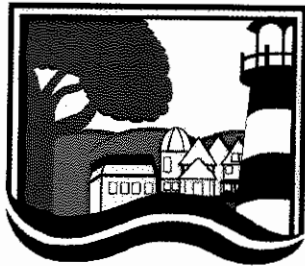
Hand, Jeanann

From: Walker, Nathaniel
Sent: Wednesday, October 11, 2023 12:21 PM
To: Lunday, Cathy
Cc: Hand, Jeanann; Lovern, Merry
Subject: Re: District 5 Library Advisory Board reappointment

Hello,
I spoke with Ms. Manchon and she is willing to continue to serve. I am in favor of reappointment.
Thanks,
Nate

Sent from my T-Mobile 4G LTE Device
Get [Outlook for Android](#)

Board Application



CITY OF[™]
MOUNT
D O R A

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.

First Name*

Susan

Last Name*

Gieger

Address1*

717 N McDonald St

Address2

City*

Mount Dora

State*

FL

Zip*

32757

Phone Number*

3524556538

Email Address*

susangieger@cs.com

Provide a brief statement relating to your education, experience and reason for wishing to serve*

I have resided in Mount Dora for the last 23 years and have been employed for 35 years in the downtown corridor. I adhere to the belief that our community is stronger by contributing time and support through civic and professional organization. I have served our community in various roles over the years. I will contribute to the Public Arts Commission as a long time resident as well as someone who has been exposed to various art forms through professional involvement and personal interest. I appreciate your consideration

Resume or additional attachments (not required)

Boards on which you wish to serve*

Public Arts Commission

Upon Completion

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



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 5 to the Solid Waste Agreement between the City of Mount Dora and Waste Management, Inc. of Florida

Introduction:

This is a request for City Council to approve the Fifth Amendment to the Solid Waste Agreement between the City of Mount Dora and Waste Management Inc. of Florida.

Discussion:

Waste Management is the City solid waste franchise provider for residential and commercial customers. Waste Management was awarded the franchise service in 2013. The agreement was amended in July 2018 with Resolution No. 2018-53 to change garbage pick up to once per week. The second amendment to the solid waste agreement was approved by the City Council on January 5, 2021, by Resolution 2021-02 to stop curbside recycling. The third amendment to the solid waste agreement was approved by the City Council on January 18, 2022. The fourth amendment to the solid waste agreement was approved by the City Council on January 6, 2023. The current contract ends in 2027.

Waste Management's residential and commercial charges for its services are provided as an attachment (Attachment #1). The City bills all solid waste franchise services except roll-off services. The City's billing fees are included in a separate City Fee Rate Resolution No. 2023-58.

The proposed rate that Waste Management charges for both residential and commercial solid waste services to the City is projected to increase by 3.5 percent pursuant to the contract agreement.

Staff recommends the City Council to approve a 3.5 percent increase pursuant to the contract agreement and take appropriate action to maintain contracted sanitation services.

Budget Impact:

The fee increase for Mount Dora utilities customers is included in the Master Fee Schedule Resolution No. 2023-58 on December 19, 2023.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council approve the Fifth Amendment to the Solid Waste Agreement between the City of Mount Dora and Waste Management Inc. of Florida.

Attachment(s):

1. Attachment #1 City of Mount Dora CPI January 2024 NTE 3.5%
2. Attachment #2 Sanitation Rates
3. Attachment #3 WM Notice of Renewal-Mount Dora Rates Letter 12-23
4. Agreement Waste Management Amendment 5 Solid Waste

Prepared by: Aneta Barton, Budget Director

Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/4/2023

Approved - 12/7/2023

Approved - 12/14/2023

Approved - 12/14/2023

Final Approval - 12/14/2023

EXHIBIT A - SANITATION RATE TABLES

For Period Starting 01/01/24

RESIDENTIAL AND MULTIFAMILY

Description		Code	New Rate 1/1/2024
Garbage Collection		CANS	\$ 10.19
Garbage Disposal		CANS	\$ 3.29
Garbage Total			\$ 13.48
Yard Waste Collection		CANS	\$ 3.05
Yard Waste Disposal		CANS	\$ 0.66
Yard Waste Total			\$ 3.71
Garage pickup - additional			\$ 9.03
Payment to Waste Management			\$ 17.19
City Billing Charge		Included	\$ -
Other City Fees			\$ -
City Franchise Fee		Calculated	
TOTAL BILLING RATE			\$ 17.19

COMMERCIAL (GN)
PUBLIC AUTHORITY (PA)
INDUSTRIAL (I)

Container	#	Size	Code	Times per Week	Total Amount
Cans (GN)	1		CANS	1	\$ 21.55
Cans (GN)	1		CANS	2	\$ 44.08
Cans (GN)	1		CANS	3	\$ 66.59
Cans (GN)	2		CANS	1	\$ 43.75
Cans (GN)	2		CANS	2	\$ 88.80
Cans (GN)	2		CANS	5	\$ 223.92
Cans (GN)	3		CANS	1	\$ 65.95
Cans (GN)	3		CANS	2	\$ 133.51
Cans (GN)	4		CANS	1	\$ 87.78
Cans (GN)	7		CANS	1	\$ 154.34
Hand load refuse			E		\$ -
Hand load refuse			M		\$ -
					\$ -
Dumpster	shared	8 yard	SH2	1	\$ 50.14
Dumpster	shared		RTSU		\$ 83.13
Dumpster	shared	4 yard	SH3	2	\$ 84.30
Dumpster	shared	8 yard	SH1	2	\$ 99.45
Dumpster	shared		REST		\$ 240.30
					\$ -
Dumpster	1	2 yard	2X1	1	\$ 85.61
Dumpster	1	2 yard	2X2	2	\$ 167.99
Dumpster	1	2 yard	2X3	3	\$ 247.91
Dumpster	1	2 yard	2X4	4	\$ 310.52
Dumpster	1	2 yard	2X5	5	\$ 381.82
Dumpster	1	2 yard	2X6	6	\$ 443.23
					\$ -
Dumpster	1	3 yard	3X1	1	\$ 127.98
Dumpster	1	3 yard	3X2	2	\$ 255.31
Dumpster	1	3 yard	3X3	3	\$ 382.60
Dumpster	1	3 yard	3X4	4	\$ 509.87
Dumpster	1	3 yard	3X5	5	\$ 636.87
Dumpster	1	3 yard	3X6	6	\$ 764.49
					\$ -
Dumpster	1	4 yard	4X1	1	\$ 165.48
Dumpster	1	4 yard	4X2	2	\$ 325.37
Dumpster	1	4 yard	4X3	3	\$ 480.27
Dumpster	1	4 yard	4X4	4	\$ 620.40
Dumpster	1	4 yard	4X5	5	\$ 750.66
Dumpster	1	4 yard	4X6	6	\$ 870.99
					\$ -
DW - Residential			Shared		\$ 20.01
DW - Comm			Shared		\$ 21.46
DW - Rest A (1-49)			RST1		\$ 59.31
DW - Rest B (50-99)			RST2		\$ 117.79
DW - Rest C (Over 100)			RST3		\$ 234.80

Container	#	Size	Code	Times per Week	Total Amount
Dumpster	1	6 yard	6X1	1	\$ 240.47
Dumpster	1	6 yard	6X2	2	\$ 472.84
Dumpster	1	6 yard	6X3	3	\$ 697.86
Dumpster	1	6 yard	6X4	4	\$ 915.40
Dumpster	1	6 yard	6X5	5	\$ 1,107.06
Dumpster	1	6 yard	6X6	6	\$ 1,283.86
					\$ -
Dumpster	1	8 yard	8X1	1	\$ 315.46
Dumpster	1	8 yard	8X2	2	\$ 630.23
Dumpster	1	8 yard	8X3	3	\$ 930.20
Dumpster	1	8 yard	8X4	4	\$ 1,220.29
Dumpster	1	8 yard	8X5	5	\$ 1,500.37
Dumpster	1	8 yard	8X6	6	\$ 1,766.93
					\$ -
Dumpster	1	10 yard	10X1	1	\$ 393.53
Dumpster	1	10 yard	10X2	2	\$ 786.37
Dumpster	1	10 yard	10X3	3	\$ 1,179.27
Dumpster	1	10 yard	10X4	4	\$ 1,572.09
Dumpster	1	10 yard	10X5	5	\$ 1,964.98
Dumpster	1	10 yard	10X6	6	\$ 2,357.80

OTHER SERVICE CHARGES

Description	Proposed Total Charge
EXTRA 2 YD PICKUP	\$ 33.42
EXTRA 3 YD PICKUP	\$ 44.11
EXTRA 4 YD PICKUP	\$ 58.81
EXTRA 6 YD PICKUP	\$ 88.18
EXTRA 8 YD PICKUP	\$ 117.61
EXTRA 10 YD PICKUP	\$ 146.99

ROLL OFF CONTAINER OPEN TOP

Container Size	Delivery Charge	Monthly Rental	Proposed Per Load Charge	Proposed Franchise Per Load	Total Per Load	Comments
10 Cubic Yards	\$ 104.69	\$ 104.69	\$ 206.95	\$	\$ 206.95	+ disposal - \$40/ton - Covanta
20 Cubic Yards	\$ 104.69	\$ 104.69	\$ 224.26	\$	\$ 224.26	+ disposal - \$40/ton - Covanta
30 Cubic Yards	\$ 121.42	\$ 121.42	\$ 258.74	\$	\$ 258.74	+ disposal - \$40/ton - Covanta
40 Cubic Yards	\$ 121.42	\$ 121.42	\$ 275.94	\$	\$ 275.94	+ disposal - \$40/ton - Covanta

COMPACTOR SERVICES

Container Size	Times Per Week	Proposed Per Load Charge	Proposed Franchise Per Load	Total Per Load	Comments
3 Cubic Yards	4.00	\$ 910.98		\$ 910.98	+ disposal - \$40/ton - Covanta
4 Cubic Yards	4.00	\$ 1,246.39		\$ 1,246.39	+ disposal - \$40/ton - Covanta

VERTIPAK SERVICES

Container Size	Proposed Per Lift Charge	Proposed Franchise Per Load	Total Per Load	Comments
4 Cubic Yards	\$ 71.91		\$ 71.91	+ disposal - \$40/ton - Covanta
6 Cubic Yards	\$ 105.13		\$ 105.13	+ disposal - \$40/ton - Covanta
8 Cubic Yards	\$ 138.18		\$ 138.18	+ disposal - \$40/ton - Covanta

Rates 01-01-24

Mount Dora Commercial Cart Service Rates

Number of 96 gallon carts	Collection Frequency Per Week	Rate Per Month	Additional		Franchise Fee	Total Per Mo.
			Billing Charge	City Charge		
1	2	\$ 27.16			\$ 2.72	\$ 29.88
2	2	\$ 54.33			\$ 5.43	\$ 59.76
3	2	\$ 81.48			\$ 8.15	\$ 89.63
4	2	\$ 108.63			\$ 10.86	\$ 119.49
5	2	\$ 135.79			\$ 13.58	\$ 149.37
6	2	\$ 162.96			\$ 16.30	\$ 179.26
7	2	\$ 190.11			\$ 19.01	\$ 209.12
8	2	\$ 217.27			\$ 21.73	\$ 239.00
9	2	\$ 244.43			\$ 24.44	\$ 268.87
10	2	\$ 271.59			\$ 27.16	\$ 298.75

Services highlighted in green available to all commercial businesses desiring 96-gallon cart services

Services highlighted in red are only available to high volume trash commercial businesses where property size or other limitations restrict the use of a front load dumpster

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Mount Dora

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124										

Index Change =

37.560

CPI Change =

6.92%

NTE 3.5% =

3.50%

Minimum CPI 2%

2.00%

Total CPI Applied

3.50%

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
SERVICE	DESCRIPTION	CURRENT
RESIDENTIAL FEES		
Sanitation - Recycling	SA-CANS RS/GN/MF	\$ 24.58
COMMERCIAL FEES		
1 Toter x1/wk(Cans)	SA-TOTER 1X1	\$ 30.82
1 Toter x2/wk	SA-TOTER 1X2	\$ 63.03
1 Toter x3/wk	SA-TOTER 1X3	\$ 95.22
2 Toter x1/wk	SA-TOTER 2X1	\$ 62.56
2 Toter x2/wk	SA-TOTER 2X2	\$ 126.98
2 Toter x5/wk	SA-TOTER 2X5	\$ 320.21
3 Toter x1/wk	SA-TOTER 3X1	\$ 94.31
3 Toter x2/wk	SA-TOTER 3X2	\$ 190.92
4 Toter x1/wk	SA-TOTER 4X1	\$ 125.53
7 Toter x1/wk	SA-TOTER 7X1	\$ 220.71
Shared dumpster 8 yard x1/wk	SA-SH2	\$ 71.70
Shared dumpster	SA-RTSU	\$ 118.88
Shared dumpster 4 yard x2/wk	SA-SH3	\$ 120.55
Shared dumpster 8 yard x2/wk	SA-SH1	\$ 142.21
Shared dumpster	SA-REST	\$ 343.63
Dumpster 2 yard x1/wk	SA- D 2X1	\$ 122.42
Dumpster 2 yard x2/wk	SA- D 2X2	\$ 240.23
Dumpster 2 yard x3/wk	SA- D 2X3	\$ 354.51
Dumpster 2 yard x4/wk	SA- D 2X4	\$ 444.04
Dumpster 2 yard x5/wk	SA- D 2X5	\$ 546.00
Dumpster 2 yard x6/wk	SA- D 2X6	\$ 633.82
Dumpster 3 yard x1/wk	SA- D 3X1	\$ 183.01
Dumpster 3 yard x2/wk	SA - D 3X2	\$ 365.09
Dumpster 3 yard x3/wk	SA - D 3X3	\$ 547.12
Dumpster 3 yard x4/wk	SA - D 3X4	\$ 729.11
Dumpster 3 yard x5/wk	SA - D 3X5	\$ 910.72
Dumpster 3 yard x6/wk	SA - D 3X6	\$ 1,093.22

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
Dumpster 4 yard x1/wk	SA - D 4X1	\$ 236.64
Dumpster 4 yard x2/wk	SA - D 4X2	\$ 465.28
Dumpster 4 yard x3/wk	SA - D 4X3	\$ 686.79
Dumpster 4 yard x4/wk	SA - D 4X4	\$ 887.17
Dumpster 4 yard x5/wk	SA - D 4X5	\$ 1,073.44
Dumpster 4 yard x6/wk	SA - D 4X6	\$ 1,245.52
DW- shared residential	SA- SHARED RS	\$ 28.61
DW- shared commercial	SA- SHARED GN	\$ 30.69
DW- restaurant A (1-49)	SA-RST1	\$ 84.81
DW- restaurant B (50-99)	SA-RST2	\$ 168.44
DW- restaurant C (over 100)	SA-RST3	\$ 335.76
Dumpster 6 yard x1/wk	SA - D 6X1	\$ 343.87
Dumpster 6 yard x2/wk	SA - D 6X2	\$ 676.16
Dumpster 6 yard x3/wk	SA - D 6X3	\$ 997.94
Dumpster 6 yard x4/wk	SA - D 6X4	\$ 1,309.02
Dumpster 6 yard x5/wk	SA - D 6X5	\$ 1,583.10
Dumpster 6 yard x6/wk	SA - D 6X6	\$ 1,835.92
Dumpster 8 yard x1/wk	SA - D 8X1	\$ 451.11
Dumpster 8 yard x2/wk	SA - D 8X2	\$ 901.23
Dumpster 8 yard x3/wk	SA - D 8X3	\$ 1,330.19
Dumpster 8 yard x4/wk	SA - D 8X4	\$ 1,745.01
Dumpster 8 yard x5/wk	SA - D 8X5	\$ 2,145.53
Dumpster 8 yard x6/wk	SA - D 8X6	\$ 2,526.71
Dumpster 10 yard x1/wk	SA - D 10X1	\$ 562.75
Dumpster 10 yard x2/wk	SA - D 10X2	\$ 1,124.51
Dumpster 10 yard x3/wk	SA - D 10X3	\$ 1,686.36
Dumpster 10 yard x4/wk	SA - D 10X4	\$ 2,248.09
Dumpster 10 yard x5/wk	SA - D 10X5	\$ 2,809.92
Dumpster 10 yard x6/wk	SA - D 10X6	\$ 3,371.65
Dumpster lock	SA-LOCK	\$ 11.88

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
Extra 2 yard pickup	SA-XTRA2PU	\$ 47.79
Extra 3 yard pickup	SA-XTRA3PU	\$ 63.08
Extra 4 yard pickup	SA-XTRA4PU	\$ 84.10
Extra 6 yard pickup	SA-XTRA6PU	\$ 126.10
Extra 8 yard pickup	SA-XTRA8PU	\$ 168.18
Extra 10 yard pickup	SA-XTRA10PU	\$ 210.20
1 Cart x2/wk	SA-CART1X2	\$ 38.84
2 Carts x2/wk	SA-CART2X2	\$ 77.69
4 Carts x2/wk	SA-CART4X2	\$ 155.34
Compactor 3 yard x4/wk	SA-CO 3X4	\$ 1,302.70
Compactor 4 yard x4/wk	SA-CO 4X4	\$ 1,782.34
Compactor 6 yard x2/wk	SA-CO 6X2	\$ 1,563.23
Compactor 6 yard x4/wk	SA-CO 6X4	\$ 2,656.18
Front Load Compaction Equipment		
4 cubic yard Vertipak or Similar	SA-Vertipak - 4	\$ 102.83
6 cubic yard Vertipak or Similar	SA-Vertipak - 6	\$ 150.34
8 cubic yard Vertipak or Similar	SA-Vertipak - 8	\$ 197.60
Roll offs are billed by Waste Management Directly*		
Roll off/Compactor 10 yard	SA-CO 10 - Load charge	\$ 206.95
Roll off/Compactor 20 yard	SA-CO 20 - Load charge	\$ 224.26
Roll off/Compactor 30 yard	SA-CO 30 - Load charge	\$ 258.74
Roll off/Compactor 40 yard	SA-CO 40 - Load charge	\$ 275.94
*Roll off fees above do not include disposal cost nor the \$40/ton deduction from Covanta.		
Roll off/Compactor 10 yard	Delivery Charge	\$ 104.69
Roll off/Compactor 20 yard	Delivery Charge	\$ 104.69
Roll off/Compactor 30 yard	Delivery Charge	\$ 121.42
Roll off/Compactor 40 yard	Delivery Charge	\$ 121.42
Roll off/Compactor 10 yard	Monthly Rental	\$ 104.69
Roll off/Compactor 20 yard	Monthly Rental	\$ 106.69
Roll off/Compactor 30 yard	Monthly Rental	\$ 121.42
Roll off/Compactor 40 yard	Monthly Rental	\$ 121.42



December 13, 2023

Ms. Aneta Barton
Finance Director
510 North Baker Street
Mount Dora, FL 32757

Re: Waste Management Notice of Rate Change

Dear Ms. Barton:

Pursuant to Waste Management Inc. of Florida's agreement with the City of Mount Dora regarding annual rate adjustments, I am transmitting the attached rate sheet which reflects new rates, effective January 1, 2024.

All collection rates reflect an increase of 3.5%.

Should you have any questions, please do not hesitate to contact me at the email address below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug McCoy'.

Doug McCoy
District Manager
Waste Management of Wildwood
dmccoy@wm.com

**FIFTH AMENDMENT TO SOLID WASTE
AGREEMENT BETWEEN
CITY OF MOUNT DORA, FLORIDA AND
WASTE MANAGEMENT INC. OF
FLORIDA**

THIS FIFTH AMENDMENT is made by and between the City of Mount Dora, Florida ("City") and Waste Management Inc. of Florida ("Contractor").

WITNESSETH:

WHEREAS, the City and Contractor are parties to that certain Solid Waste Agreement dated June 19, 2013 (the "Agreement") whereby Contractor exclusively provides certain solid waste services to the City; and

WHEREAS, the City and Contractor entered into Amendments to the Agreement on July 17, 2018 (the "First Amendment"), and on January 5, 2021 (the "Second Amendment"); and on January 18, 2022 (the "Third Amendment"); and on January 3, 2023 (the "Fourth Amendment");

WHEREAS, the Contractor has requested rate increases which are permitted pursuant to the Agreement and which shall commence on January 1, 2024.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. The Contractor has provided the City with the calculation of new rates for all services provided pursuant to the terms of the Agreement, and the parties agree that the new rates will be effective January 1, 2024.

2 All other provisions of the Agreement and the First, Second, Third, Fourth Amendments shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Third Amendment intending to be bound thereby dated this day of December 19, 2023.

CITY OF MOUNT DORA

By:
Crissy Stile

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins City Attorney

CONTRACTOR

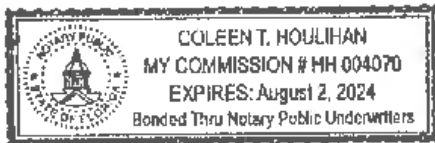
By: David M. Myhan

Print: David M. Myhan

Title: President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of David M. Myhan, as President of Waste Management Inc. of Florida who personally swore or affirmed that he/she is authorized to execute this Fifth Amendment and bind Waste Management Inc. of Florida and who is personally known to me or who produced _____ as identification on this 14 day of December, 2023.



(stamp)

Coleen T. Houlihan
NOTARY PUBLIC

EXHIBIT A - SANITATION RATE TABLES**For Period Starting 01/01/24****RESIDENTIAL AND MULTIFAMILY**

Description		Code	New Rate 1/1/2024
Garbage Collection		CANS	\$ 10.19
Garbage Disposal		CANS	\$ 3.29
Garbage Total			\$ 13.48
Yard Waste Collection		CANS	\$ 3.05
Yard Waste Disposal		CANS	\$ 0.66
Yard Waste Total			\$ 3.71
Garage pickup - additional			\$ 9.03
Payment to Waste Management			\$ 17.19
City Billing Charge		Included	\$ -
Other City Fees			\$ -
City Franchise Fee		Calculated	
TOTAL BILLING RATE			\$ 17.19

**COMMERCIAL (GN)
PUBLIC AUTHORITY (PA)
INDUSTRIAL (I)**

Container	#	Size	Code	Times per Week	Total Amount
Cans (GN)	1		CANS	1	\$ 21.55
Cans (GN)	1		CANS	2	\$ 44.08
Cans (GN)	1		CANS	3	\$ 66.59
Cans (GN)	2		CANS	1	\$ 43.75
Cans (GN)	2		CANS	2	\$ 88.80
Cans (GN)	2		CANS	5	\$ 223.92
Cans (GN)	3		CANS	1	\$ 65.95
Cans (GN)	3		CANS	2	\$ 133.51
Cans (GN)	4		CANS	1	\$ 87.78
Cans (GN)	7		CANS	1	\$ 154.34
Hand load refuse			E		\$ -
Hand load refuse			M		\$ -
Dumpster	shared	8 yard	SH2	1	\$ 50.14
Dumpster	shared		RTSU		\$ 83.13
Dumpster	shared	4 yard	SH3	2	\$ 84.30
Dumpster	shared	8 yard	SH1	2	\$ 99.45
Dumpster	shared		REST		\$ 240.30
Dumpster	1	2 yard	2X1	1	\$ 85.61
Dumpster	1	2 yard	2X2	2	\$ 167.99
Dumpster	1	2 yard	2X3	3	\$ 247.91
Dumpster	1	2 yard	2X4	4	\$ 310.52
Dumpster	1	2 yard	2X5	5	\$ 381.82
Dumpster	1	2 yard	2X6	6	\$ 443.23
Dumpster	1	3 yard	3X1	1	\$ 127.88
Dumpster	1	3 yard	3X2	2	\$ 255.31
Dumpster	1	3 yard	3X3	3	\$ 382.60
Dumpster	1	3 yard	3X4	4	\$ 509.87
Dumpster	1	3 yard	3X5	5	\$ 636.87
Dumpster	1	3 yard	3X6	6	\$ 764.49
Dumpster	1	4 yard	4X1	1	\$ 185.48
Dumpster	1	4 yard	4X2	2	\$ 325.37
Dumpster	1	4 yard	4X3	3	\$ 480.27
Dumpster	1	4 yard	4X4	4	\$ 620.40
Dumpster	1	4 yard	4X5	5	\$ 750.66
Dumpster	1	4 yard	4X6	6	\$ 870.99
DW - Residential			Shared		\$ 20.01
DW - Comm			Shared		\$ 21.48
DW - Rest A (1-49)			RST1		\$ 59.31
DW - Rest B (50-99)			RST2		\$ 117.79
DW - Rest C (Over 100)			RST3		\$ 234.80

Container	#	Size	Code	Times per Week	Total Amount
Dumpster	1	6 yard	6X1	1	\$ 240.47
Dumpster	1	6 yard	6X2	2	\$ 472.84
Dumpster	1	6 yard	6X3	3	\$ 897.86
Dumpster	1	6 yard	6X4	4	\$ 915.40
Dumpster	1	6 yard	6X5	5	\$ 1,107.06
Dumpster	1	6 yard	6X6	6	\$ 1,283.86
					\$ -
Dumpster	1	8 yard	8X1	1	\$ 315.46
Dumpster	1	8 yard	8X2	2	\$ 630.23
Dumpster	1	8 yard	8X3	3	\$ 930.20
Dumpster	1	8 yard	8X4	4	\$ 1,220.29
Dumpster	1	8 yard	8X5	5	\$ 1,500.37
Dumpster	1	8 yard	8X6	6	\$ 1,766.93
					\$ -
Dumpster	1	10 yard	10X1	1	\$ 393.53
Dumpster	1	10 yard	10X2	2	\$ 786.37
Dumpster	1	10 yard	10X3	3	\$ 1,179.27
Dumpster	1	10 yard	10X4	4	\$ 1,572.09
Dumpster	1	10 yard	10X5	5	\$ 1,964.98
Dumpster	1	10 yard	10X6	6	\$ 2,357.80

OTHER SERVICE CHARGES

Description	Proposed Total Charge
EXTRA 2 YD PICKUP	\$ 33.42
EXTRA 3 YD PICKUP	\$ 44.11
EXTRA 4 YD PICKUP	\$ 56.81
EXTRA 6 YD PICKUP	\$ 88.16
EXTRA 8 YD PICKUP	\$ 117.61
EXTRA 10 YD PICKUP	\$ 146.99

ROLL OFF CONTAINER OPEN TOP

Container Size	Delivery Charge	Monthly Rental	Proposed Per Load Charge	Proposed Franchise Per Load	Total Per Load	Comments
10 Cubic Yards	\$ 104.69	\$ 104.69	\$ 206.95	\$	\$ 206.95	+ disposal - \$40/ton - Covanta
20 Cubic Yards	\$ 104.69	\$ 104.69	\$ 224.26	\$	\$ 224.26	+ disposal - \$40/ton - Covanta
30 Cubic Yards	\$ 121.42	\$ 121.42	\$ 258.74	\$	\$ 258.74	+ disposal - \$40/ton - Covanta
40 Cubic Yards	\$ 121.42	\$ 121.42	\$ 275.94	\$	\$ 275.94	+ disposal - \$40/ton - Covanta

COMPACTOR SERVICES

Container Size	Times Per Week	Proposed Per Load Charge	Proposed Franchise Per Load	Total Per Load	Comments
3 Cubic Yards	4.00	\$ 910.98		\$ 910.98	+ disposal - \$40/ton - Covanta
4 Cubic Yards	4.00	\$ 1,246.39		\$ 1,246.39	+ disposal - \$40/ton - Covanta

VERTIPAK SERVICES

Container Size	Proposed Per Lift Charge	Proposed Franchise Per Load	Total Per Load	Comments
4 Cubic Yards	\$ 71.91		\$ 71.91	+ disposal - \$40/ton - Covanta
6 Cubic Yards	\$ 105.13		\$ 105.13	+ disposal - \$40/ton - Covanta
8 Cubic Yards	\$ 138.18		\$ 138.18	+ disposal - \$40/ton - Covanta

Rates 01-01-24

Mount Dora Commercial Cart Service Rates

Number of 96 gallon carts	Collection Frequency Per Week	Rate Per Month	Additional		Franchise Fee	Total Per Mo.
			Billing Charge	City Charge		
1	2	\$ 27.16			\$ 2.72	\$ 29.88
2	2	\$ 54.33			\$ 5.43	\$ 59.76
3	2	\$ 81.48			\$ 8.15	\$ 89.63
4	2	\$ 108.63			\$ 10.86	\$ 119.49
5	2	\$ 135.79			\$ 13.58	\$ 149.37
6	2	\$ 162.96			\$ 16.30	\$ 179.26
7	2	\$ 190.11			\$ 19.01	\$ 209.12
8	2	\$ 217.27			\$ 21.73	\$ 239.00
9	2	\$ 244.43			\$ 24.44	\$ 268.87
10	2	\$ 271.59			\$ 27.16	\$ 298.75

Services highlighted in green available to all commercial businesses desiring 96-gallon cart services

Services highlighted in red are only available to high volume trash commercial businesses where property size or other limitations restrict the use of a front load dumpster

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Mount Dora

Series Id: CUUR0000SEHG02, CUUS0000SEHG02
 Not Seasonally Adjusted
 Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: Garbage and trash collection
 Base Period: DECEMBER 1983=100
 Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.128	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	435.428	436.996		
2016	437.205	438.298	437.699	437.676	438.317	437.858	438.807	439.358	439.707	440.311	443.343	444.745		
2017	448.268	447.899	448.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.465	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124										

Index Change = 37.560

CPI Change = 6.92%

NTE 3.5% = 3.50%

Minimum CPI 2% 2.00%

Total CPI Applied 3.50%



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Equipment Lease with Seminole Office Solutions for Police Property and Evidence Copier and Authorize the City Manager to Sign Any Lease Agreement as Applicable

Introduction:

This is a request for City Council to approve the lease with Seminole Office Solutions for Police property and evidence and authorize the City Manager to sign any lease agreement as applicable.

Discussion:

The City has leased equipment from Seminole Office Solutions since December 18, 2018, when Council first approved a piggyback agreement based upon an original agreement between Seminole Office Solutions and Brevard County Schools.

The Property and Evidence Section of the Mount Dora Police Department had been operating with a consumer-level printer that has proven to be ineffective for the department's workload. This expenditure was included in the Mount Dora Police Department budget for the MDPD for FY 2023-24.

Budget Impact:

This item is included in the Police Department's FY 2023-2024 Budget under GL#001-1710-521.44-01. The lease term is 18 months at a cost of \$440.00 per month.

Strategic Impact:

Public Safety

Recommendation:

City Council approve the lease with Seminole Office Solutions for Police property and evidence copier and authorize the City Manager to sign any lease agreement as applicable.

Attachment(s):

1. Attachment #1 Amendment 1. Seminole Office Solutions
2. City of Mount Dora Lease v2023.12.07_Redacted
3. City of Mount Dora CSA add on v2023.12.07

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Pam Klim-Bjurmark, Police Department Admin
Michael Gibson, Chief of Police
Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/9/2023

Approved - 11/9/2023

Approved - 11/14/2023

Approved - 11/14/2023

Approved - 11/28/2023

Approved - 11/28/2023

Final Approval - 11/28/2023

ATTACHMENT #1

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND SEMINOLE OFFICE SOLUTIONS

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 SEMINOLE OFFICE SOLUTIONS, 762 Big Tree Drive, Longwood, Florida 32750, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on December 18, 2018, the CITY approved a Piggyback Agreement with the CONTRACTOR to provide Multi-function Copiers and Related Services, stemming from Brevard County School Board RFP 14-P-103-WH (Agreement); and

WHEREAS, Brevard County School Board approved a term extension through May 13, 2024; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to allow for an extension.

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, Term, is hereby amended to extend the term of the Agreement through and including May 13, 2024.
2. Section 2, Products and Pricing, is hereby amended to replace the Cooperative Contract attachment with **Exhibit "A"** attached hereto.
3. 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

ATTACHMENT #1

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

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>.

ATTACHMENT #1

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.

USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

4. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

Signatures on Following Page

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 16th day of November, 2021.

CITY OF MOUNT DORA

[Signature]

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
for Jessica Burnham, City Clerk

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

[Signature]
Sherry G. Sutphen, City Attorney

CONTRACTOR

By: [Signature]
Print: Diane Wilcox
Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Diane Wilcox, as President, of Seminole Office 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 _____ as identification, and who did/did not take an oath this 11 day of November, 2021.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



Ruth Durand
Comm. # HH029483
Expires: Aug. 6, 2024
Bonded Thru Aaron Notary

ATTACHMENT #1

Exhibit “A” Cooperative Contract

SUBMIT TO: The School Board of Brevard County, Florida Office of Purchasing & Warehouse Services, Pod 8, Room 802 2700 Judge Fran Jamieson Way Viera, FL 32940-6601		 Brevard Public Schools THE FUTURE OF FLORIDA'S SPACE COAST	REQUEST FOR PROPOSAL AN EQUAL OPPORTUNITY EMPLOYER www.brevardschools.org Date issued: March 7, 2014	
CONTACT PERSON: Wil Henzmann, Buyer Telephone #: 321-633-1000 ext. 623 Fax #: 321-633-3618				
TITLE: Multi-Function Copiers and Related Services		NUMBER: 14-P-103-WH	SUBMITTAL DEADLINE: April 1, 2014	
PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: March 13, 2014 9:00 AM - Food Services Conference Room - 714A 2700 Judge Fran Jamieson Way, Viera, FL 32940			SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED	
FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):		Florida Division of Corporation Document Number:		
MAILING ADDRESS:		I hereby certify that I have read and understand the requirements of this Request for Proposal and that I, as the respondent, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.		
CITY - STATE - ZIP:		☒ Authorized Signature		
TELEPHONE NO:		Typed Name		
FAX NO:		Title		
FEDERAL ID NO. OR SOCIAL SECURITY NO.		Date		
FEDERAL ID NO. OR SOCIAL SECURITY NO.		Email Address		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS **** PLEASE READ CAREFULLY ****				
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Brevard County, shall contact the Office of Purchasing & Warehouse Services at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.				
SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School Board of Brevard County Office of Purchasing & Warehouse Services prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Office of Purchasing & Warehouse Services after the specified date and time will not be considered. Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed. OPENING: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the School District Office of Purchasing & Warehouse Services in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered. INCURRED EXPENSES: This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.				

ATTACHMENT #1

8. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
10. **TAXES:** The School Board of Brevard County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. Vendors or Contractors doing business with the School Board of Brevard County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Office of Purchasing & Warehouse Services is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Office of Purchasing & Warehouse Services. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Office of Purchasing & Warehouse Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by

jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** The Bidder shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Superintendent. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless the Superintendent expressly waives such secondary liability. The Superintendent may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; (3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; (4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**
During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise

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- use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.
27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.
29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School Board of Brevard County for any terms and conditions not specifically stated in this Invitation to bid.
30. **AVAILABILITY OF FUNDS:**
The obligations of the School Board of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated Buyer, and School Board members, the Superintendent, or School District staff, other than the designated Buyer, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.
32. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Brevard County. The District currently operates 85 schools including 57 Elementary Schools, 12 Middle Schools, and 16 High Schools. The District is also responsible for 19 alternative sites/special centers and 9 Adult/Community Education Centers. The total full-time K-12 enrollment of public school students on October 15, 2010 was 69,459. In 2010, according to the National Center of Education Statistics, the District was reported as the 10th largest school district in the State of Florida and the 47th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 9,000 full-time employees.
33. **SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the Director of Purchasing or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Director of Purchasing may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Purchasing may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards.
34. **SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School District with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.
35. **OTHER AGENCIES**
A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

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B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

36. **DAVIS-BACON ACT (34 CFR 80.36(i)(4)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
37. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

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RFP #14-P-103-WH Multi-Function Copiers and Related Services

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals to furnish Multi-Function Copiers, Supplies and related Services for the use of The School Board of Brevard County, Florida (School Board).

2.0 SCOPE OF GOODS AND SERVICES

2.01 Intent

The intent of this Request for Proposal (RFP) is to establish a contract for networked multifunctional copiers on a single fixed cost per-copy basis to replace all current equipment. All copiers shall be networked, and have the capacity to print, scan, scan to desktop, scan to email, fax, and meet all requirements included in this RFP.

2.02 Background

The School Board of Brevard County is the 48th largest school district in the nation and is the 10th largest in Florida. The total full time enrollment of public school students is over 72,000. The School Board employs 9,500+ full and part-time staff members. Schools and support facilities (hereinafter referred to as "site(s)") are housed throughout the School Board's geographic topology of 72 miles, north to south, by 26 miles, east to west. The School Board's 85 schools and numerous administrative facilities and departments have approximately 415 copiers placed throughout, currently on a per machine with minimum contract with Canon Solutions America.

2.03 Copy Volume

The copy volume per year is anticipated to be approximately 95,000,000 which correlates to an average of 7,900,000 copies per month. This is only an estimate and there is no minimum guarantee regarding the exact number of copies for this contract and the District will not accept any stipulations regarding a minimum or maximum number of copies per machine per month or per year.

2.04 Equipment Ownership

Equipment placed under this contract will remain the property of the awarded firm. The awarded firm shall assume all responsibility for loss or damage to the copiers provided, except for loss or damage caused by negligence or willful acts.

2.05 Cost

The cost per copy shall include: equipment, all supplies (except paper), parts, service, training, and all other items necessary to set-up, connect and operate equipment and produce good quality copies, including, but not limited to, software, hardware, networking functions, and everything necessary to meet all operational requirements listed herein.

There shall only be a single fixed cost per copy. No minimum, restrictions, or cost shall be charged.

For billing purposes, each time the machine "clicks" this will equal one copy. For example, two sided copying would equal two "clicks". There shall be no additional "click" or charge for making copies of larger pages such as 11" x 17" size copies. There shall be no "click" or other fee for scanned or faxed documents which do not produce a physical document.

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2.06 Billing

All schools and departments have 4-digit cost center code and the copier(s) for each location are listed under this number. Under the new contract, the District will require this format on all invoices. The meter reads must be collected for each machine electronically or by the vendor's project managers. District staff will not manually collect the meter reads.

2.07 Copier Equipment

Copiers proposed must be new and currently in production. New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications.

- A. Equipment delivered during the initial start of the contract must be newly serialized and the District must be the first user of the copier.
- B. Copiers shall be capable of performing all functions required in this document.
- C. Copier models bid shall include all features, including those which may be considered as optional, which are required to copy, automatically feed, collate, staple, scan to desktop, scan to email and fax, and provide network capabilities.
 - It is understood that some items listed as options on a device or spec sheet are there because of an "either or scenario". In an "either or scenario", we would require the option of selecting any accessories or optional items on a per copier basis.
 - It is understood that a single copier may not be able to have everything operational at the same time but if the District selects an option or accessory, it must be provided at no additional cost.
- D. All equipment shall have:
 - Automated meter read functionality. In any case where the automated meter read is not functional for any reason, the awarded vendor shall have their staff manually retrieve the meter read each month.
 - Data Overwrite Security Systems and include the ability to overwrite the entire hard drive after every copy, print and scan job.
 - IP Capabilities with Windows 7 and Windows 8 Printer Drivers to network.
 - Scan capability with LDAP lookup to active directory for direct email of scanned documents.
 - Support of multiple file formats including JPEG, multi-page TIF and PDF.
 - Scan feeder auto-senses that include: letter, legal and tabloid for mixed scanning batch and scanner auto-sizes trimming scanned area to actual page size
 - Paper capacity of up to 11" X 17".
 - Compatibility with using recycled paper, up to and including 100% Post-Consumer Waste paper.
 - Standard user ID capability to differentiate users for billing purposes at no additional charge. Copiers at some locations may need the ability to identify department or individual usage. The billing for each copier will need to be linked to a 4-digit cost center number not a user ID.
 - All accessories and optional items listed for a copier model on the manufacturer's specification sheet and/or the Buyers Laboratory literature shall be included in the copiers installed for this account.
 - T.38 fax relay standard functionality.
 - There shall be no additional fee for any feature or function of the copiers.
 - Able to create scan images in color or grayscale.
 - Image resolution must be 200 dpi or higher.
 - Scanner speed should be greater than or equal to 30 pages per minute.
 - Scanner feeder capacity 35 pages or higher.

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2.08 Equipment Reliability

Machines which continually require an excessive number of services calls shall be reported to the District's Contract Administrator for review of compliance. This may result in a request for machine replacement. Any such issues shall be resolved to the District's satisfaction within no more than ten (10) calendar days. Any equipment that is removed because of poor performance shall not be placed at any other location within the School District

2.09 Supplies

Cost per copy shall include all supplies, except paper. There shall be no cost to the District for any supplies. The awarded vendor shall provide a toll-free phone or fax number and an email address for schools and departments to place supply orders unless copiers have an automated supply reorder function. There shall be no restrictions as to the quantity of supplies ordered by any school or department. Supplies must be delivered in a timely manner and all orders must include inside delivery. At the end of the contract period, the vendor will be responsible for collecting all unused supplies from each location.

2.10 Service/Repairs

Successful submittals shall include a toll-free phone and an email address for service calls. This must include providing confirmation to the requestor that the service call request has been received. A properly trained service technician shall be on-site responding to service calls within four (4) business hours after a call is placed, unless school/department office hours prohibit the technician from doing so.

This requirement excludes Saturdays, Sundays, and School District designated holidays. Service technicians should have work schedules to provide service to schools and departments during all normal school and department hours. The District's calendar is available on the District's web site. Awarded vendor shall maintain a local inventory of parts sufficient to make timely repairs for all copy machines placed under this contract. At no time shall it take longer than twenty-four hours to obtain and install a replacement part. A service log shall be included with each copier and shall be maintained by the awarded vendor. The service technician shall fill in the cause of breakdown for each service call.

2.11 Technical Updates

The District shall benefit from any technical updates and the vendor shall install any revisions, alterations, software and additional technical improvements, or necessary modifications, on all units, at no additional cost, to all equipment which is placed at District locations under this contract.

2.12 Substitution and Replacement of Proposed Models

Since technology will evolve over the life of this bid, prior written approval from the District Contract Administrator is required prior to substitution, replacement, or addition of copy machines. The request to add or change a model must clearly state how the proposed model meets the bid specifications. Substitute machines must have an equal or lower overall cost per copy as the originally awarded equipment.

In the event that the substitute machine has lower overall cost, the cost savings shall be passed on to the School District.

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Any and all differences must be completely specified prior to the determination of replacement acceptance by the School District.

2.13 District's Request for replacement, moving of copiers or additional copiers

- 2.13.1** Throughout the contract period, the schools or departments have the right to request a copier be replaced or upgraded if there are excessive breakdowns or other issues.
- 2.13.2** Schools and departments may request additional copiers for their location after the initial delivery of copiers and throughout the contract period.
- 2.13.3** Request for additional copiers must be accomplished in no more than 5 working days after a request is made.
- 2.13.4** There shall be no fee for a copier to be moved and the vendor shall be fully responsible for the move.
- 2.13.5** The District staff shall provide a minimum of five (5) business days notice for a copier to be moved.
- 2.13.6** The vendor shall make all arrangements, prepare and process all paperwork for placement, removal and relocation of copiers.
- 2.13.7** Awarded vendor shall identify a representative to receive all requests for additional copiers, copier moves, etc.
- 2.13.8** The awarded vendor shall place, replace, relocate and/or remove copiers when requested by the District at no cost to the District for the duration of the contract.

2.14 Invoices

Submit monthly invoices in an electronic format. Information on each invoice should include:

- Dates Covered
- School or Department Location
- Model # Serial #
- Beginning and Ending Meter Reading
- Number of Copies Made
- Per Copy credit for non-usable copies (number of copies to deduct) Total billable copies
- Cost Per Copy

The District may request changes to the invoice format and information contained in the invoice at any time during the contract.

Prior to the first billing, awarded vendor will provide a sample invoice for approval of format.

Any changes to the approved format during the contract will require prior approval of the District Contract Administrator or Designee.

2.15 Reports

The awarded vendor will be required (upon request) to submit reports to the District. Reports may be requested for service records, copier locations, installation dates, number of scanned pages per month, percentage of time in operation, number and dates of service calls, etc. Reports may need to be on all copiers placed or they may be needed on specific locations or copier models. The District Contract Administrator will work with the awarded vendor whenever any type of report is needed. The District Does not anticipate requiring any reports that would require the vendor to purchase special software.

2.16 Qualifications of Proposer

In order for a proposal to be considered, the proposer must:

1. Have the sale/rental of copy equipment as one of their principal business(s)
2. Have been active in this business for at least three (3) years

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3. Include all required documents with proposal submittal
4. Have adequate staff employed to accomplish the transition in the time required
5. Have adequate number of service technicians who are trained on the models of copiers proposed.
6. Provide a copy of an authorized vendor certificate from the manufacturer.

2.17 Service Technicians

Awarded vendor will have a dedicated service technician group assigned to the School District account. Servicing of this account should be their primary assignment. Service technicians shall be assigned to specific schools and departments to better service this account and be familiar with the needs of schools and departments. Awarded vendor shall have no less than ten dedicated service technicians for this account. All service technicians assigned to this account must be factory trained on all copier equipment being offered in this bid submittal, and receive regular training updates as they become available from the original equipment manufacturer. The awarded vendor shall provide a manufacturer's certification on all service technicians who will be assigned to this account. The District requires verification of certification for any technicians added to our account at any time throughout the contract period.

2.18 Account Representative Requirements

Awarded vendor shall have account managers and others assigned to the District's account for the duration of the contract. All staff assigned to this account shall have a minimum of one year with the bidder's firm. Proposers shall provide documentation of compliance with this requirement with your proposal.

The District will schedule periodic meetings with the vendor's account managers assigned to this account to review the contract and address any concerns or issues.

2.19 Delivery and Set-up of Initial Copier Fleet

Anticipated Schedule:

Note: This is tentative and subject to change if deemed necessary by the District. It may be used as a bidder's transition plan.

May 13, 2014 – Contract Award by School Board.

Week of May 13 - Begin meetings with current vendor and awarded vendor to coordinate plan for removal and replacement of copiers.

May 13 – June 2, 2014 – Have regular meetings with awarded vendor's transition team representative and appropriate staff to review status, discuss and resolve any issues, etc. These may be conference calls or face to face meetings at the discretion of the District's Contract Administrator.

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.

Copier delivery and set-up can only be done during regular school and office hours. It will not be possible to have access to a campus or offices on the weekends or after school/office hours. The copiers must be delivered with staples, toner, and any other supplies required for operation to last at least one (1) month of normal copying use. The District will be responsible for cable and telephone drops.

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2.20 Equipment Delivery

- 2.20.1 The awarded vendor will be responsible for the delivery and off-loading of equipment, setup, software, installation of equipment/accessories/software, network installation, removal of all waste material, training and making all copiers fully operational. The awarded vendor shall also be responsible for the removal and dunnage of all cartons, packaging or trash.
- 2.20.2 Awarded bidder shall be responsible for the protection of all personnel against hazards and/or injuries due to their delivery & set-up of copiers.
- 2.20.3 Awarded Bidder shall correct any and all damage caused by their delivery to the District's satisfaction at no additional cost to the District.
- 2.20.4 Network installation shall include configuration of the equipment for the proper network protocols and installation of the appropriate print drivers.
- 2.20.5 Awarded vendor is responsible for delivery of equipment at no charge to all locations regardless of obstacles.

2.21 Placement of copiers

- 2.21.1 It is expected that the awarded vendor will replace the current copiers with the model closest to what is already in place at each location. Any intentions of not doing so must be approved by the District's Contract Administrator during the planning stage of the transition.
- 2.21.2 If there is ever any disagreement regarding the model to be placed at a location, the final decision will be made by the District's representative.
- 2.21.3 The table below should be used as a guideline. The copier models placed in schools and departments will be jointly determined by the awarded vendor and the District's Purchasing Agent and the District's Purchasing Agent shall have the final approval.
- 2.21.4 The awarded vendor will be responsible for verifying electrical and space requirements and providing any and all hardware and software for the full networking functionality available on each model copier proposed at no additional charge to the District.

2.22 Transition Plan

Vendors shall submit a detailed, written transition plan as part their submittal. This will be used as part of the evaluation process and must confirm to the District's satisfaction that the vendor can fully meet all RFP requirements including the implementation timeframe. This plan shall include as a minimum:

- 2.22.1 Proof that the respondent will have adequate manpower to deliver and set-up copiers to replace the current contractor's equipment prior to July 31, 2014
- 2.22.2 Proof of adequate inventory, including location(s) of inventory
- 2.22.3 Describe your firm's plan for compliance with the required background checks for all employees who will work on this account, including the delivery team for the initial delivery & set-up of copiers throughout the District. All staff involved in the transition shall comply with the Jessica Lundsford Act and the awarded vendor is fully responsible for the cost and ensuring total compliance prior to the transition.
- 2.22.4 Detail how your firm will deliver, set-up, connect copiers and train District staff on operation of copiers
- 2.22.5 Quality assurance program, including how your firm will ensure that equipment delivered to each site has no damage and is ready to be installed and connected
- 2.22.6 Implementation plan in a weekly format

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2.22.7 Check list for total implementation

2.22.8 Training schedule for District staff during the transition shall be scheduled with each location at the same time as delivery is scheduled unless a school or department requests a different day. The awarded vendor will work with each location to schedule the delivery & training so as to cause the least disruption.

3.0 SPECIAL TERMS & CONDITIONS

3.01 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful respondent(s) shall be awarded a contract for an initial five (5) year term with up to one (1) additional five (5) year renewal periods.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.02 RFP CLOSING DATE

Proposals must be received by the School Board of Brevard County's Office of Purchasing & Warehouse Services, 2700 Judge Fran Jamieson Way, Pod 8, Room 802, Viera, FL 32940-6601, no later than **2:00 p.m., local time on April 1, 2014**. Proposals received after this time will not be considered.

3.03 DELIVERY OF PROPOSALS

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services, Pod 8, Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

Mark package(s) "**RFP #14-P-103-WH Multi-Function Copiers and Related Services**"

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Office of Purchasing & Warehouse Services Pod 8, Room 802 at the above address. To be considered, a **proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *	
SEALED PROPOSAL NUMBER: <u>RFP 14-P-103-WH</u>	
PROPOSAL TITLE: <u>Multi-Function Devices and Related Services</u>	
PROPOSAL DUE ON <u>April 1, 2014</u> AT <u>2:00</u> P.M.	
PROPOSAL ENCLOSED _____ "NO PROPOSAL LETTER" ENCLOSED _____	
Deliver To:	The School Board of Brevard County, Florida OFFICE OF PURCHASING & WAREHOUSE SERVICES 2700 Judge Fran Jamieson Way, Pod 8, Room 802 Viera, FL 32940-6601

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Cut out the Label above and attach it to your envelope/package

3.04 PRE-PROPOSAL CONFERENCE

- A. A pre-proposal conference will be held at **Food Services Conference Room - 714A 2700 Judge Fran Jamieson Way, Viera, FL 32940** at **9:00 AM** local time **March 13, 2014**. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Office of Purchasing & Warehouse Services, Viera, Florida, (321) 633-1000 at least five (5) days prior to the date.

3.05 PUBLIC RFP OPENING

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Office of Purchasing & Warehouse Services until 30 days after proposal opening date or notice of a decision or intended decision; whichever is earlier, by appointment, (Florida Statute 119.071 (1) (b)).
- B. A complete recap of proposals will be available after the committee makes a recommendation. A copy of the completed proposal recap will be available at www.Demandstar.com within ten (10) days.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Office of Purchasing & Warehouse Services, Viera, FL 32940-6601, (321) 633-1000 ext. 637 at least five (5) days prior to the RFP opening date.

3.06 PROPOSAL FORM

- A. See **Submittal Requirements** for complete details.
****It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.**
- B. Each respondent shall submit (**Twelve (12)**) complete sets of the Proposal Submittals:
 - **One (1)** hard copy marked "ORIGINAL" with fee structures in a sealed envelope
 - **Eleven (11)** hard copies marked "COPY"
 - **Two (2) COMPLETE electronic copies on CDs, in PDF format (Excel spreadsheets shall not be recorded in PDF). Note solicitation number and name of company on the disk.**

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

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3.07 QUESTIONS CONCERNING RFP

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Buyer named herein, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) **"Questions on RFP #14-P-103 Multi-Function Copiers and Related Services."**
Submit questions to:

Wil Henzmann, Buyer
Telephone: 321-633-1000 ext. 623
Fax: 321-633-3618
E-mail: henzmann.william@brevardschools.org

3.08 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 321-633-3618) through the Buyer named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the web site at <http://www.Demandstar.com> for any addenda. The District will not mail/fax/email addenda to prospective respondents.**

3.09 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

3.10 AWARD

The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement

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cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.

3.11 ASSIGNMENT

The Respondent shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Respondent remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Respondent of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Respondent; (3) sale of common stock of Respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Respondent; (4) transfer of any interest in Respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

3.12 CONTRACT

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft contract. The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency
- B. The Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any contract
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Office of Purchasing & Warehouse Services at 321-633-1000 ext. 645.

3.13 DISCLOSURE OF PROPOSAL CONTENT

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

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- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.14 RESPONDENT'S RESPONSIBILITY

A respondent, by submitting a proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

3.15 PAYMENT TERMS

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.

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- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

3.16 CONFLICT OF INTEREST FORM

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 LICENSES AND CERTIFICATES

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

3.18 MINOR IRREGULARITIES

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.19 INSURANCE REQUIREMENTS

The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 1 to 5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

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1. General Liability Insurance:
Negligence including Bodily Injury: Per Claim \$1,000,000
Negligence Including Bodily Injury: Per Occurrence \$2,000,000
Property Damage: Each Accident \$1,000,000
2. Product Liability or Completed Operations Insurance:
Negligence Including Bodily Injury: Per Claim \$ 500,000
Negligence Including Bodily Injury: Per Occurrence \$1,000,000
3. Automobile Liability:
Negligence Including Bodily Injury: Per Claim \$ 500,000
Negligence Including Bodily Injury: Per Occurrence \$1,000,000
Property Damage: Each Occurrence \$ 500,000
4. Workers' Compensation/Employer's Liability:
W.C. Limit Required Statutory Limits
E.L. Each Accident \$1,000,000
E.L. Disease – Each Employee \$ 500,000
E.L. Disease – Policy Limit \$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):
For services, goods or projects that will exceed \$1,000,000 in values over a year.
Each Claim: \$1,000,000
Per Occurrence: \$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.
Each Claim: \$ 250,000
Per Occurrence: \$ 500,000

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

3.20 UNUSUAL COSTS

The Respondent may petition the School Board at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The School Board may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The School Board shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the School Board. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.21 DEVIATIONS

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form otherwise School Board will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore

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accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.22 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

3.23 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with one hundred twenty (120) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

3.24 TERMINATION FOR DEFAULT

The School Board's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

3.25 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with

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this contract, until the termination date and shall have no further obligation to perform services after the termination date.

3.26 VENDOR PERFORMANCE

BPS project personnel shall monitor Contractor performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Office of Purchasing Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future bidding.

3.27 COLLUSION

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

3.28 INCURRED EXPENSES

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.29 POST-PROPOSAL DISCUSSIONS WITH RESPONDENTS

It is the School Board's intent to award a contract(s) to the respondent(s) deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.30 PRESENTATIONS BY RESPONDENTS

- A. The School Board, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any respondent to demonstrate to the satisfaction of the School Board that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.

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- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.31 MINIMUM SPECIFICATIONS

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality services.

3.32 COMPLIANCE WITH LAWS AND REGULATIONS

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Brevard County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

3.33 RECORDS & RIGHT TO AUDIT

The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.34 CHANGES IN SCOPE OF WORK/SERVICE

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's Director of Purchasing and Warehouse, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar

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in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.35 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in law and/or rules of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

3.36 RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

3.37 FORCE MAJEURE

The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.38 RESPONDENT'S PERSONNEL

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

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The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the School Board.

3.39 CLAIM NOTICE

The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the School Board project site.

3.40 CONTRACT/RESPONDENT RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions

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under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto. Any contract awarded as a result of this RFP shall begin after Board approval and continue through for a three (3) year period. Renewal periods of one (1) two (2) year renewal period will be allowed upon mutual consent of the School Board and the awarded respondent. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.41 PROPOSAL ACCEPTANCE/REJECTION

The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

3.42 FUNDING OUT/TERMINATION/CANCELLATION

- A. Florida School Laws prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful respondent.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- c. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

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3.43 POSTING OF RFP CONDITIONS/SPECIFICATIONS

This RFP will be posted for review by interested parties Demandstar's web site www.demandstar.com and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

3.44 NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to this proposal pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3.45 EXAMINATION OF DOCUMENTS

Document files may be examined, during normal working hours, 30 days after proposals have been opened.

3.46 TOBACCO

The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

3.47 SCHOOL SECURITY

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the schools; protect students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement

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with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

3.48 TAXES

The School Board of Brevard County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org. Firms or Respondents doing business with the School Board of Brevard County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

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3.49 LIQUIDATED DAMAGES

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School Board of Brevard County or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the School Board of Brevard County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Firm shall pay to the District, as liquidated damages, the amount expended by the District to provide the goods or services, in no way shall costs for liquidated damages be construed as a penalty on the Respondent.

3.50 ADVERTISING

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.51 SECURITY AND CONFIDENTIALITY

The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.52 SUSPENSION OF WORK

The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

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3.53 PACKAGING, TRANSPORTATION AND DELIVERY

Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Brevard County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Respondent must notify the School District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Respondent suspension for a period up to 12 months.

3.54 INSTALLATION

Where installation is required, the successful bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School District of Brevard County, Florida). The bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful bidder shall promptly restore the structure or site to its original condition. Successful bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.55 LITERATURE

Upon request, the Respondent shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.56 INSPECTION AND ACCEPTANCE

The School Board's Project Manager will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

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3.57 TERMS & CONDITIONS

The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the School District specifically details other terms on the Purchase Order. The School District and the Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

3.58 KEY PERSONNEL

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Respondent. The Respondent agrees that in the event it becomes necessary for the Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

3.59 WARRANTY

Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.

Equipment provided must include the Manufacturer's warranty, the successful Respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Respondent shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

3.60 WARRANTY OF AUTHORITY / SERVICE AGREEMENT

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.61 LITIGATION

Respondents shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

3.62 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may

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not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

3.63 PROTESTS

Respondents are advised that any and all Protests must be made in accordance with the requirements of the terms and conditions of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

- A. All Respondents acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful protest will be difficult, if not impossible to prove. Therefore, any and all protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total estimated contract value, but not less than \$500.00 or more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
- B. The SECURITY may be in the form of a bank cashier's check or bank certified check payable to the School Board of Brevard County, Florida. Each such bond shall be executed by the Respondent, as the PRINCIPAL therein, and by a SURETY. The Protest Bond shall be dated the same date as the date shown on the Respondent's protest. There must be attached to each Protest Bond a duly authenticated or Certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- C. Should the protesting Respondent be successful in its Protest, the SECURITY submitted by that Respondent should be returned to the Protesting Respondent in full.
- D. Should the Protesting Respondent protest be unsuccessful, the SECURITY submitted by the Protesting Respondent in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting Respondent shall have no right to same or to a refund of any part of same.
- E. If the Protesting Respondent's protest is unsuccessful, and the SECURITY submitted by the Respondent is in the form of a Protest Bond, the Respondent and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond and OWNER shall retain such amount and sum.

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To qualify as a successful protest:

- A. In the case of a protest of another Respondent's Proposal, the Proposal being protested by the Protesting Respondent must be rejected by the School Board for the reasons stated in the Protesting Respondent's Protest.
- B. In the case of the Respondent protesting the rejection of its own Proposal, for the protest to be successful, the School Board must award the contract to the Protesting Respondent.

3.64 DEFINITIONS

As used in this RFP, the following terms shall have the meanings set forth below:

Bid/Proposal: A formal solicitation to provide goods and services as specified.

Respondent/Respondent: A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

Buyer: The term buyer, who is an employee of the distribution service, is defined as the person whose function it is to secure all products required for the District as required in this RFP.

Contract: The document resulting from this solicitation between the School Board and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School Board.

Distributor: The term distributor is defined as the firm or individual with whom the District will enter into a contract with. They will provide goods and perform services as described herein. The successful distributor will be paid the cost of each item ordered for the schools plus the per case fee, if applicable, submitted with their proposal.

District Contract Administrator: The Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chairman or authorized designee.

District Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Offeror: The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School District in response to this invitation.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

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Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School District: The word School District refers to the entity, The School Board of Brevard County, Florida.

Successful Respondent: That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

Superintendent: Is the person responsible for the administration and management of the schools and its departments.

Using Agency: The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Office of Purchasing & Warehouse Services of the School District.

4.0 SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

SCORING: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

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All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 5)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business

1. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
 - H. Those firms located within the Brevard County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a respondent is located within Brevard County, failure to have or obtain a Brevard County Business Tax Receipt prior to the RFP closing date and time shall automatically render a respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
 - I. Federal Identification Number of firm

Tab 2 – Experience of Personnel – (Weighted Value 10)

The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 3 – Technical Approach and Methodology – (Weighted Value 25)

The Firm's approach and methodology of how the placement, services, repairs, updates and training herein addressed will be provided. Provide detailed implementation plan including timeline and supporting documents. Provide a list of copier models and locations.

Tab 4 – Reporting Services – (Weighted Value 15)

Provide example of reports as outlined in RFP. The contractor must identify the method by which it will report usage throughout the District.

Tab 5 – References – (Weighted Value 05)

Provide a minimum of three (3) reference letters from owner representatives for projects that your Firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from School Board of Brevard County staff shall not be considered.

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Tab 6 – Exceptions to Draft Contract (10)

Please list any exceptions to the attached draft contract.

Tab 7 – Fee Structure (Weighted Value 30)

Respondents must provide price per copy (click) on Attachment B-1 as outlined in Section 2.

Tab 8 – Financial Statement – (Pass/Fail)

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet.

Tab 9 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Required Documents – Provided in order listed below (Non-Scored)

Completed Respondents Information Form (page 1 of this RFP)

Attachment “B” Proposal Form

Attachment “C” Drug Free Workplace Certification

Attachment “D” Debarment Certification

Attachment “E” Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Attachment “F” Confidential Materials (Exhibit “A”)

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Attachment “H” Certified Business Program Reciprocity Affidavit

Attachment “I” Prohibition against Contracting with Scrutinized Companies

Attachment “J” Emergency/Storm Related Catastrophe Agreement

5.0 ORAL PRESENTATION EVALUATION CRITERIA

After evaluation of the proposals, the evaluation committee may conduct interview or presentations from a short list of vendors. If this is determined, your company will be contacted for presentation to occur April 18, 2014. Again, this is an optional presentation to be determined by the evaluation committee.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

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All presentations shall include at minimum:

- 1. Responsiveness of the initial Written Proposal – (Weighted Value 20)**
The respondent's ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.
- 2. Ability, Capacity, and Skill of the Firm – (Weighted Value 20)**
The firm shall demonstrate its ability, capacity, and skill of the Firm to be able to provide the services herein addressed
- 3. Approach and Methodology – (Weighted Value 20)**
The Firm's approach and methodology of how the services herein addressed will be provided. Include a detailed implementation schedule and list of proposed copiers.
- 4. Fee Schedule Best and Final Offer– (Weighted Value 40)**
The top ranked firms will be invited to submit their best and final fee proposal for the services as outlined in this Request for Proposal. In addition, the top ranked firms will be requested to provide any clarifications regarding relevant services that are related to the scope of services outlined in this solicitation and/or revisions in the attached draft contract.

6.0 ATTACHMENTS

- "A" RFP Date of Events
- "B" Proposal Form
- "C" Drug Free Workplace
- "D" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
- "E" Conflict of Interest
- "F" Non-Disclosure Agreement for Confidential Materials
- "G" Agreement (Separate Document)
- "H" Certified Business Program Reciprocity Affidavit
- "I" Certification Statement - Prohibition against Contracting with Scrutinized Companies
- "J" Emergency/Storm Related Catastrophe Agreement
- "K" Report of Unsatisfactory Materials and/or Service
- "L" Statement of No Response

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ATTACHMENT "A"

RFP DATE OF EVENTS

<u>Date</u>	<u>Description</u>
March 7, 2014	RFP Project Posted to Brevard Website: www.Brevardschools.org and www.Demandstar.com
March 13, 2014	Not Mandatory Pre-Proposal Meeting Location: School Board of Brevard County 2700 Judge Fran Jamieson Way Viera, FL 32940-6601 Food Services Conference Room 714A Time: 9:00 AM
March 14, 2014	Question Deadline - due before 5:00 PM Location: School Board of Brevard County Office of Purchasing & Warehouse 2700 Judge Fran Jamieson Way Viera, FL 32940-6601
March 18, 2014	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be sent to Firms attending the Mandatory Pre-Proposal Meeting
April 1, 2014	Submittals Due before 2:00 PM Deliver to: School Board of Brevard County Office of Purchasing & Warehouse Pod 8, Room 802 2700 Judge Fran Jamieson Way Viera, FL 32940-6601
April 2-10, 2014	Committee to Evaluate Submittals
April 10, 2014	Selection Committee Short List Meeting Location: School Board of Brevard County Facilities Services Conf. Rm 804B 2700 Judge Fran Jamieson Way Viera, FL 32940-6601 Time: 9:00AM
April 10, 2014	Short Listed Firms Notified
April 18, 2014	Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School Board of Brevard County Financial Services Conf. Rm 514B Time: Beginning at 8:00 AM
April 18, 2014	Award Recommendation Posted
April 21-25, 2014	Contract Development
April 28, 2014	Agenda Due Date
May 13, 2014	Board Approval of Contract

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "B" PROPOSAL FORM AND STATEMENT OF COMPLIANCE

TO: School Board of Brevard County, Florida
Director of Purchasing and Warehouse Services
2700 Judge Fran Jamieson Way, Pod 8, Room 802
Viera, FL 32940-6601

The undersigned hereby declare that [firm name] _____
_____ have carefully examined the entire RFP #14-P-103-WH, Multi-
Function Copier and Related Services.

For which proposals were advertised to be received no later than 2:00 p.m., local time, April 1, 2014 and further declare that will furnish the RFP #14-P-103-WH, Multi-Function Copier and Related Services according to specifications.

In preparing their proposal, Respondent must adhere to the specifications outlined in this RFP document. In addition, the questionnaire must be responded to fully and completely.

Respondents are advised that each and every question in this RFP must be completely answered or their submittal may be considered non-responsive and may be excluded from further consideration. In addition, the responses to this RFP will be incorporated by reference into the contract with the School Board.

In the event the Respondent's proposal deviates from the requested specifications or the Respondent is unable to complete portions of the questionnaire for any reason, the Respondent is requested to clearly identify such deviations and omissions in their proposal.

All deviations from specifications outlined in this RFP document must be clearly outlined in the Respondent's proposal or the School Board will assume that the Respondent complies fully with all proposal requirements.

"By signing below, the respondent to this RFP hereby represents and warrants that:

Neither respondent nor any employees, contractors, agents or representatives that would provide the proposed services and/or products pursuant to this Request for Proposal are: (i) are "sanctioned persons" under any federal or state program or law; (ii) have been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities, (iii) have been listed on the General Services Administration's list of Parties Excluded from Federal Programs, (iv) have been listed in the Specially Designated Nationals list, and (v) have been convicted of a criminal offense related to healthcare.

Respondent is an equal opportunity employer and shall provide evidence of such commitment to the School Board. Respondent acknowledges that the School Board is committed to meeting all federal, state, and local laws and regulations providing for equal employment opportunity and will refuse to contract with any firm that has not evidenced its own commitment as an equal opportunity employer.

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____ % NO _____

The School Board of Brevard County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

I hereby certify that I have read and understand the requirements of this RFP #14-P-103-WH, Multi-Function Copier and Related Services and, that I as the respondent, will comply with all requirements, agree to each compliance statement set forth above, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____
(Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

List local (Brevard County) office address if applicable and provide supporting documentation (Business Tax Receipt).

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Division of Corporations Registration Number:

END OF FORM

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "C"

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "D" CONTINUED

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "E"

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Brevard County, nor has any outstanding past due debt to the School Board of Brevard County, Florida; and
4. The School Board of Brevard County reserves the right to disqualify RFPs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFP process as required by law, upon the part of the Respondent(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing RFP specifications and/or firm RFP schedules. Multiple RFPs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the District's Professional Consultant(s) or District employees. Contractors involved in developing a RFP specification or Contractors with knowledge of RFP specifications prior to the advertisement shall be disqualified from participating in the RFP process.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

ATTACHMENT #1

RFP #14-P-103-WH

Multi-Function Copiers and Related Services

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "F"



NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM **ONLY** IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Brevard County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board of Brevard County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Brevard County for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;
- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Brevard County, Florida
Director of Purchasing and Warehouse Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Brevard County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Brevard County, Florida

BY: _____
NAME: Cheryl L. Olson, CPPO, C.P.M., CPM, FCCN
TITLE: Director of Purchasing and Warehouse Services
DATE: _____

Respondent

BY: _____
NAME: _____
TITLE: _____
DATE: _____
ATTEST:
BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "G"

DRAFT AGREEMENT IS POSTED AS SEPARATE DOCUMENT

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "H" CERTIFIED BUSINESS PROGRAM RECIPROCITY AFFIDAVIT

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

CERTIFIED BUSINESS CATEGORIES (Check One)			
☐ Asian American (A)	☐ African American (B)	☐ Hispanic American (C)	☐ Native American (D)
☐ American Woman (E)	☐ Service Disabled Veteran (V)		
Certifying Agency Name: _____		*Certification Number: _____	*Expiration Date: _____
Attach copy of Certification from Certifying Agency		*Required Information	

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School Board of Brevard County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____
Title: _____
Company Name: _____
Signature: _____

On this _____ day of _____, 20_____, personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: _____
Form of Identification Presented: _____
My Commission expires: _____

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "I"

CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither respondent, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

Signature

Printed Name

Title

Company Name

Date

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "J"

EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board of Brevard County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board of Brevard County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Brevard County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT #1

Not a submittal document

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

ATTACHMENT "K"

SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
<i>Attach supporting documentation</i>

Use reverse side or attachments if necessary

Vendor's Response to Complaint	
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To Above Referenced Vendor: The above complaint has been submitted by a Brevard County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Brevard County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

ATTACHMENT #1

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

Not a submittal document

ATTACHMENT "L"

STATEMENT OF NO RESPONSE

The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way, Pod 8 Room 802
Viera, FL 32940-6601

Attn: Wil Henzmann, Buyer
RFP # 14-P-103-WH Multi-Function Copiers and Related Services

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School Board of Brevard County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

ATTACHMENT #1



Contract # RFP #14-P-103-WH
Approval Date: 5/13/2014

The School Board of Brevard County, Florida Sales and Services Agreement

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Seminole Office Solutions, Inc. with an address of 762 Big Tree Drive, Longwood, FL 32750 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
Provide Multi-Function Copiers and Related Services in accordance with Exhibits attached herein.

Said services shall be completed to the satisfaction of Michelle Irwin, Director, Department of Community Relations.

Services shall be considered complete Upon Delivery and acceptance of goods and services.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
Various School Board owned Facilities.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until May 13, 2019, with the option to renew for one (1) additional five (5) year period unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

Fees will be as outlined in Exhibit A, Attachment B-1 revised April 23, 2014.

6. The original Request for Proposal #14-P-103-WH and Contractor's original submittal and documents submitted at Oral Presentations shall be incorporated into this agreement by reference and shall be attached as exhibits to this agreement. In the event of a conflict between the terms and conditions of these documents, the following order of preference shall be in place as listed below:

- a. This Agreement
- b. Exhibit A. Attachment B-1 BAFO Price Sheet
- c. Exhibit B. Seminole Office Solutions' Implementation Plan
- d. Exhibit C. The original Request for Proposal #14-P-103-WH and any addenda
- e. Exhibit D. Oral Presentation Materials
- f. Exhibit E. The Contractor's original submittal
- g. Exhibit F. District Data Confidentiality Agreement

ATTACHMENT #1

Independent Contractor. The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:	
Negligence Including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000
8.2. Product Liability or Completed Operations Insurance:	
Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
8.3. Automobile Liability:	
Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000
8.4. Workers' Compensation/Employer's Liability:	
W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the

Updated 8-15-12

ATTACHMENT #1

background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

12. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The **Contractor** is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the **School Board** has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to **School Board** business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by **Contractor** may not be copied by the **School Board** provided that such material was copyrighted by **Contractor** before performance under this agreement and was not developed specifically for **School Board** under this Services Agreement.

18. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

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ATTACHMENT #1

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: Karen L Henderson
Karen Henderson, Chairman

Date Approved: 5/13/14

ATTEST (WITNESS):

By: Brian T. Binggeli
Brian T. Binggeli, Ed.D., Superintendent

CONTRACTOR:

By: E. Diane Willcox

Print Name: E. Diane Willcox

Title: President

Date: 5-7-14

ATTEST (WITNESS):

By: Erin Schwendt

Print Name: Erin Schwendt

Title: Executive Assistant

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG		AMOUNT
Variable	Variable	Variable	Variable	Variable	Variable	Variable		Variable

Send required insurance certificates to the Purchasing Department.

New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Terry Willcox

Updated 8-15-12

ATTACHMENT #1

Email Address: terryw@sosfla.com
Phone Number: 407-830-7950
Fax Number: 407-830-1399

Updated 8-15-12

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ATTACHMENT #1

EXHIBIT A

RFP 14-P-103-WH
Multi-Function Copiers and Related Services

Attachment B-1 Price Sheet

LOT 1

STANDARD COPIERS

<u>CURRENT MODELS</u>		<u>PROPOSED REPLACEMENT</u>	
Canon	imageRUNNER 3225	Toshiba	ES356
25 Pages Per Minute	65 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	imageRUNNER 3235	Toshiba	ES356
35 Pages Per Minute	156 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	imageRUNNER 5050	Toshiba	ES556
50 Pages Per Minute	157 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	imageRUNNER 7086	Toshiba	ES856
50 Pages Per Minute	47 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			

Price Per Copy

0.008943

LOT 3

DEVICE, SCAN AND PRINT MANAGEMENT SOFTWARE

<u>CURRENT SOLUTION</u>	
UniFLOW	Price for Management Software
Scan to Folder	\$9.64/un/mo or .000579
Scan to Email	PaperCut MF
Release to Print	
Print Budgeting	
Reporting	Please provide supporting documentation

ATTACHMENT #1

EXHIBIT B

Multi-Functional Copiers & Related Services RFP #14-P-103-WH

April 2nd, 2014

Implementation Plan

In order for a successful implementation, Seminole Office Solutions recommends the tasks/milestones be met based on the dates outlined below. Dates are estimates and can be adjusted as necessary to fit the needs of Brevard Public Schools.

General Timeline:

May 13, 2014 – Contract Award by School Board.

Week of May 13 – SOS will coordinate meetings with Brevard and previous vendor discussing removal and replacement of copiers

Week of May 19 – SOS will coordinate meetings with Brevard IT staff to gather pertinent information

Week of May 26 – SOS will deliver unit(s) to IT department and other “test” areas as required to ensure proper connectivity and desired operation, allowing for adjustments before full deployment

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.



Exhibit F
School Board of Brevard County
District Data Confidentiality Agreement

- I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Seminole Office Solutions, Inc (hereinafter referred to as the Contractor), located at 762 Big Tree Drive, Longwood, FL 32750 for purpose of Provide Multi-Function Copiers and Related Services as outlined in Exhibit A.

Witnesseth that:

- 1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
 - 2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.
- II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

- a. Assist Contractor concerning the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.

2) Contractor agrees to:

- a. Adhere to the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.
- b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
- c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

- 1) Contractor shall not co-mingle SBBC data with public data;
- 2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor's organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
- 3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.

ATTACHMENT #1

- 4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.
- 5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

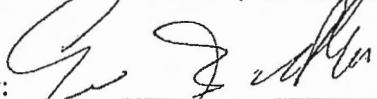
Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

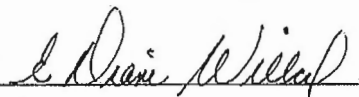
This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:

By: 
Gino Butto, Assistant Superintendent, Education Technology
Date Approved: 05/19/2014

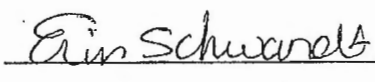
CONTRACTOR: Seminole Office Solutions, Inc.

By: 
Print Name: E. Diane Wilcox
Title: President
Date: 5-7-14

ATTEST (WITNESS):

By: 
Print Name: William Herzmann
Title: Buyer

ATTEST (WITNESS):

By: 
Print Name: Erin Schwanck
Title: Executive Assistant

ATTACHMENT #1



SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601

BOARD

MAY 13 2014

APPROVED

RFP #14-P-103-WH – Multi-Function Copiers and Related Services

VENDORS RECOMMENDED FOR AWARD:

VENDOR NAME	ESTIMATED ANNUAL AMOUNT AWARDED	LOT NOS.
Seminole Office Solutions, Inc.	\$897,784.34	1 & 3
Canon Solutions America, Inc.	\$150,145.80	2
TOTAL	\$1,047,930.14	

SOLICITATION SUMMARY:

Date Solicited:	March 7, 2014	Number of Items/Groups:	3
Date Opened:	April 1, 2014	No. Firms Solicited:	277
Original Board Approval:	May 13, 2014	No. Firms Bidding:	6

CONTRACT TERM:

The initial contract term shall commence May 14, 2014 and continue until May 13, 2019 with an option to renew annually for one (1) additional five (5) year period.

RECOMMENDATION: (Posted April 25, 2014 11:48 AM)

It is the recommendation Michelle Irwin, Director of Community Relations and staff to approve the award of RFP #14-P-103-WH to Seminole Office Solutions, Inc. and Canon Solutions America, Inc. as the top ranked firms for the specific lots listed above as recommended by the Proposal Evaluation Committee. Staff recommends approval of the attached agreement with Seminole Office Solutions, Inc. The agreement with Canon Solutions America, Inc. will be presented to the Board at a later date. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional five (5) year period. Contract renewal shall be contingent upon the Director of Community Relations request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (10)

ACTION BY BOARD:

☐ Approved Recommendation(s) Above & Awarded Meeting Date: May 13, 2014

☐ Other

Cheryl L Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services

ATTACHMENT #1



Contract # RFP #14-P-103-WH
Approval Date: _____

The School Board of Brevard County, Florida Sales and Services Agreement

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Said services shall be completed to the satisfaction of Michelle Irwin, Director, Department of Community Relations.

Services shall be considered complete Upon Delivery and acceptance of goods and services.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

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Updated 8-15-12

ATTACHMENT #1

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Negligence Including Bodily Injury: Per Occurrence		\$2,000,000
Property Damage: Each Accident		\$1,000,000
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Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
8.3. Automobile Liability:		
Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
Property Damage: Each Occurrence		\$ 500,000
8.4. Workers' Compensation/Employer's Liability:		
W.C. Limit Required	Statutory Limits	
E.L. Each Accident		\$1,000,000
E.L. Disease – Each Employee		\$ 500,000
E.L. Disease – Policy Limit		\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9. Laws and Regulations. This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the

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ATTACHMENT #1

background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

18. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

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ATTACHMENT #1

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, departments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

CONTRACTOR:

By: E. Diane Willcox
Print Name: E. Diane Willcox
Title: President
Date: 5-7-14

ATTEST (WITNESS):

By: Erin Schwandt
Print Name: Erin Schwandt
Title: Executive Assistant

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	AMOUNT
Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Terry Willcox
Updated 8-15-12

ATTACHMENT #1

Email Address: terryw@sosfla.com
Phone Number: 407-830-7950
Fax Number: 407-830-1399

Updated 8-15-12

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ATTACHMENT #1

EXHIBIT A

RFP 14-P-103-WH
Multi-Function Copiers and Related Services

Attachment B-1 Price Sheet

LOT 1

STANDARD COPIERS

<u>CURRENT MODELS</u>		<u>PROPOSED REPLACEMENT</u>	
Canon	imageRUNNER 3225	Toshiba	ES356
25 Pages Per Minute	65 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	imageRUNNER 3235	Toshiba	ES356
35 Pages Per Minute	156 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	imageRUNNER 5050	Toshiba	ES556
50 Pages Per Minute	157 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			
Canon	ImageRUNNER 7086	Toshiba	ES856
50 Pages Per Minute	47 units	Manufacturer	Model Number
Please provide Manufacturer's Cut Sheet			

Price Per Copy

0.008943

LOT 3

DEVICE, SCAN AND PRINT MANAGEMENT SOFTWARE

<u>CURRENT SOLUTION</u>	
UniFLOW	Price for Management Software \$9.64/un/mo or .000579
Scan to Folder	PaperCut MF
Scan to Email	
Release to Print	
Print Budgeting	
Reporting	Please provide supporting documentation

EXHIBIT B

Multi-Functional Copiers & Related Services RFP #14-P-103-WH

April 2nd, 2014**Implementation Plan**

In order for a successful implementation, Seminole Office Solutions recommends the tasks/milestones be met based on the dates outlined below. Dates are estimates and can be adjusted as necessary to fit the needs of Brevard Public Schools.

General Timeline:

May 13, 2014 – Contract Award by School Board.

Week of May 13 – SOS will coordinate meetings with Brevard and previous vendor discussing removal and replacement of copiers

Week of May 19 – SOS will coordinate meetings with Brevard IT staff to gather pertinent information

Week of May 26 – SOS will deliver unit(s) to IT department and other “test” areas as required to ensure proper connectivity and desired operation, allowing for adjustments before full deployment

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.



Exhibit F
School Board of Brevard County
District Data Confidentiality Agreement

- I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Seminole Office Solutions, Inc (hereinafter referred to as the Contractor), located at 762 Big Tree Drive, Longwood, FL 32750 for purpose of Provide Multi-Function Copiers and Related Services as outlined in Exhibit A.

Witnesseth that:

- 1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
 - 2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.
- II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

- a. Assist Contractor concerning the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.

2) Contractor agrees to:

- a. Adhere to the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.
- b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
- c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

- 1) Contractor shall not co-mingle SBBC data with public data;
- 2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor's organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
- 3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.

ATTACHMENT #1

- 4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.
- 5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

CONTRACTOR: Seminole Office Solutions, Inc.

By: _____
Gino Butto, Assistant Superintendent, Education Technology

By: E. Diane Willcox

Print Name: E. Diane Willcox

Date Approved: _____

Title: President

Date: 5-7-14

ATTEST (WITNESS):

ATTEST (WITNESS):

By: _____

By: Erin Schwartz

Print Name: _____

Print Name: Erin Schwartz

Title: _____

Title: Executive Assistant

ATTACHMENT #1



Contract # 14-P-103-WH
Approval Date: 9/14/18

The School Board of Brevard County, Florida First Amendment to Agreement

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is by and between The School Board of Brevard County, Florida, (hereinafter "School Board"), whose address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, and Seminole Office Solutions, Inc. , (hereinafter "Contractor"), whose address is 762 Big Tree Lane, Longwood, FL 32750.

WHEREAS, School Board and Contractor entered into that certain Agreement to provide Multi-Function Copiers and Related Services dated May 13, 2014, in connection with RFP 14-P-103-WH; and

WHEREAS, the parties desire to amend that Agreement with this document.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. Pursuant to section 3. Term of the Agreement the agreement shall be renewed for an additional five (5) year period beginning May 14, 2019 and continuing until May 13, 2024.
3. Pursuant to Section 3.34 A. of the original Request for Proposals the additional products and services outlined in Exhibit A shall be incorporated into the Agreement. This addition shall be effective upon the date last signed by both parties.
4. Except as herein expressly modified, the Agreement for Multi-Function Copiers and Related Services dated May 13, 2014 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: [Signature]
John W. Craig, Chairman

Date Approved: 11 SEP 18

ATTEST (WITNESS):

By: [Signature]
Mark W. Mullins, Ed.D., Superintendent

CONTRACTOR:

By: [Signature]

Print Name: E. Diane Wilcox

Title: President

Date: 8-16-18

ATTEST (WITNESS):

By: [Signature]

Print Name: Himburley P Turgeon

Title: Contracts Administrator

Contractor Contact Name: Terry Wilcox
Email Address: terryw@sosfla.com
Phone Number: 407-830-7950

ATTACHMENT #1

EXHIBIT A

1. MFD Card Swipe Hardware

Seminole Office Solutions (SOS) will provide BPS with up to 430 each of the USB Proximity Card Reader MT20 for all of the MFD's used in the Brevard Public Schools- This includes the MT20 Card Readers, on-site installation onto each of the up to 430 MFD units, configure each unit and physically install/mount the Card Reader device. The Card Reader includes a MFG lifetime limited warranty. Also, once installed the readers will be covered for service under the current service program, i.e. on-site repair and or replacement. The card readers will become the property of BPS at the end of the contract renewal and be removed from the MFD devices and surrendered to BPS staff.

2. Desktop Printer Management

SOS now has the capability to support your b/w & color desktop printing needs and as such offer the additional incentive to renew this contract with SOS. This will allow BPS to discontinue using the high cost desktop printers currently in use throughout your school system. We will provide up to 1,000 Epson WF-C5290 desktop network color ink jet printers for your various locations to replace the current high operating cost units. The offer includes the use of the printers for the full contract renewal period, (6-30-2024) and the service and support for the printers. This includes on-site next business day service, all supplies, parts, labor, travel; everything but paper for these devices.

Per Image cost will be as follows: b/w is .009522 & color is .0399 per image, flat rate.

These rates are locked for the entire five-year extension. Printers are also available for many enhancements via the PaperCut Software which will allow for rules based printing, printer redirect and more control for staff to ensure best practices for these devices.

If there is a need for more than 1,000 of the printers, they will be available for a monthly usage cost of \$ 5.87* per month per unit; (*60 mo. rental). This cost allows for the placement and installation of the unit and then the per image cost quoted above applies. Again- we cover all other perils, supplies and repairs, except negligence, abuse or Acts of God.

ATTACHMENT #1

BOARD

SEP 11 2018

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – September 11, 2018

APPROVED

PURCHASING SOLICITATION

RFP #14-P-103-WH – Multi-Function Copiers and Related Services

☐ (ITB) Invitation To Bid	☐ (ITN) Invitation To Negotiate	☐ (PB) Piggyback
☒ (RFP) Request For Proposal	☐ (RFQ) Request For Qualifications	☐ (SC) State Contract
☐ (SS) Sole Source		

REQUESTOR: Government and Community Relations

Legal Review: ☒ Yes ☐ No

VENDOR NAME	APPROXIMATE AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Seminole Office Solutions, Inc.	\$0.009522 per image	Provide Multi-Function Copiers and Related Services
Estimated Annual Total	\$934,070.14	

☒ Contract Renewal	New Contract Amount	\$934,070.14
☐ Recurring Contract	Previous Estimated Annual Contract Amt.	\$897,784.34
☐ New Contract	Variance	\$36,285.80

PRICE INCREASE / DECREASE EXPLANATION: The increase in annual estimated cost is due to an increase in usage. There is no increase in the base cost per click (image) amount of \$0.009522.

DISCUSSION:

This renewal recommendation is based on the initial five years of continuous effective functionality of multi-function devices and support services for these devices.

As an immediate additional value add to the agreement Seminole Office Solutions will be providing, installing, and providing ongoing technical support of proximity card readers on all of the multi-function devices allowing smoother login to the devices. The immediate savings for the acquisition and installation of these card readers is \$171,570.00.

Also included in the renewal is desktop printer management and support, which is detailed in the attached addendum. By engaging in the offered program, Seminole Office Solutions projects an estimated annual savings on desktop printing supplies (ink and toner) to be approximately \$73,000.00 based on current usage of networked desktop printers printing both back & white and color pages.

CONTRACT TERM:

The initial contract term shall commence September 12, 2018 and continue until May 12, 2024.

RECOMMENDATION:

It is the recommendation of Matt Reed, Assistant Superintendent of Government & Community Relations and Daren Bolton, Manager of Printing Services to approve the attached renewal amendment with Seminole Office Solutions.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601

EQUIPMENT LEASE AGREEMENT

Lease # _____



LESSEE	CUSTOMER'S FULL LEGAL NAME: CITY OF MOUNT DORA, FLORIDA		FEDERAL TAX ID #: 59-600380	SUPPLIER	SUPPLIER NAME: Seminole Office Solutions, Inc.	
	BILLING ADDRESS: PO Box 176, MOUNT DORA, FL 32757		PURCHASE ORDER #:		ADDRESS: 762 Big Tree Drive, Longwood, FL 32750	
	TELEPHONE NUMBER: (352) 735-7100		SEND INVOICE TO THE ATTENTION OF: ACCOUNTS PAYABLE		TELEPHONE / FAX NUMBER: 407-830-7950 / 407-830-1399	
EQUIPMENT	EQUIPMENT LOCATION (if different than address shown above): 501 N. BAKER STREET, MOUNT DORA, FL 32757				☐ SEE ATTACHED EQUIPMENT SCHEDULE	
	EQUIPMENT MAKE, MODEL & SERIAL NUMBER (REQUIRED) [REDACTED]				EQUIPMENT MAKE, MODEL & SERIAL NUMBER (REQUIRED)	
PAYMENT INFORMATION	INITIAL TERM: 18 MONTHS		LEASE PAYMENT: \$ 440.00		PAYMENT PERIOD IS "MONTHLY" UNLESS OTHERWISE NOTED HERE:	
	THE EQUIPMENT IS: NEW ☐ USED ☒				CHECK HERE ☐ IF LEASE PAYMENT INCLUDE SALES/USE TAX	
	ADVANCE PAYMENT: \$ _____ + TAX _____		APPLIED TO: ☐ 1ST PAYMENT ☐ LAST PAYMENT ☐ 1ST AND LAST PAYMENTS			
	SECURITY DEPOSIT: \$ _____		DOCUMENTATION / PROCESSING FEE: \$75.00			
END OF TERM PURCHASE OPTION (SHALL BE FAIR MARKET VALUE UNLESS ANOTHER OPTION IS CHECKED): ☐ FAIR MARKET VALUE ☒ \$1.00 ☐ OTHER:						

TERMS AND CONDITIONS

In this agreement (as amended from time to time, the "Lease"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, **Seminole Office Solutions, Inc.** "Supplier" means the equipment supplier named above. This Lease represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.

1. LEASE: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional and are not subject to cancellation, reduction, set off or counterclaim. You agree to pay us a fee of \$75 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 10% of the payment or \$10, whichever is greater. We will charge you a fee of \$25 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. TITLE: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the equipment.

3. EQUIPMENT USE, MAINTENANCE AND WARRANTIES: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease Payments when due.

4. ASSIGNMENT: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. RISK OF LOSS AND INSURANCE: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain

comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. Limitation on Indemnification: Lessee's obligation to provide any indemnification shall be limited to the same monetary caps set forth by Florida State Law for actions sounding in tort, regardless of whether such claims sound in tort or contract; specifically, Lessee's duty to indemnify shall be limited to \$200,000 per person and \$300,000 per occurrence. Nothing provided in this Agreement is intended to waive or modify the protections provided by the City by Section 768.28, Florida Statutes.

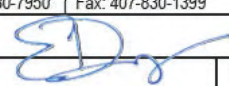
6. TAXES: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. END OF LEASE: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 12 month periods.

8. DEFAULT AND REMEDIES: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease Payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. MISCELLANEOUS: You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Florida ("FL"), is to be performed in FL and shall be governed and construed in accordance with the laws of the State of FL. You consent to jurisdiction, personal or otherwise, in any state or federal court in FL and irrevocably waive a trial by jury. In addition, the venue for any dispute shall lie with a court of appropriate jurisdiction located in Lake County, Florida. You agree that the Equipment will only be used for business purposes and not for personal, family or household use and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease.	
	SIGNATURE	DATE
	TITLE	PRINT NAME
	LEGAL NAME OF CORPORATION	

LESSOR	Seminole Office Solutions, Inc.	
	762 Big Tree Drive, Longwood, FL 32750	
	Phone: 407-830-7950 Fax: 407-830-1399	
	ACCEPTED BY	
TITLE	CFO	COMMENCEMENT DATE
		12/07/2023

ACCEPTANCE	The equipment has been received, put in use, is in good working order and is satisfactory and acceptable	
	SIGNATURE	DATE
	PRINT NAME	DATE

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the State of Florida and I consent to non-exclusive jurisdiction in any state or federal court in Florida and waive trial by jury.	
	SIGNATURE	DATE
	PRINT NAME	DATE

CUSTOMER SERVICE AGREEMENT

BILL TO				EQUIPMENT LOCATION			
City of Mount Dora, Florida				City of Mount Dora, Florida			
CUSTOMER NAME				LOCATION NAME			
PO Box 176				510 N Baker Street			
ADDRESS		ROOM/SUITE		ADDRESS		ROOM/SUITE	
Mount Dora		FL 32757		Mount Dora		FL 32757	
CITY		STATE		CITY		STATE	
MAIN PHONE		MAIN FAX		CONTACT		EMAIL	
				Marilyn Douglas		douglasm@ci.mount-dora.fl.us	

		Steve Howard		11/26/2023	
AP CONTACT NAME		AP EMAIL		PO NUMBER	
				SOS SALES REP	
				DATE	

MONTHLY SERVICE PLAN

	EQUIPMENT MAKE & MODEL	SERVICE PLAN	METER TYPE	INCLUDED IMAGES	BASE AMOUNT	OVERAGE RATE	EQUIPMENT BILLING SUMMARY
UNIT #1	ES4515AC	EBPS	B&W	25,000		\$ 0.00590	BASE BILLING CYCLE: Monthly
			COLOR	25,000		\$ 0.03900	OVERAGE BILLING CYCLE: Monthly
	NOTES	*** Add to Existing Service agreement CO10-UMB02 ***					TOTAL BASE AMOUNT: \$ 1,120.00 / Mo
UNIT #2		EBPS	B&W				BASE BILLING CYCLE:
			COLOR				OVERAGE BILLING CYCLE:
	NOTES						TOTAL BASE AMOUNT: / Mo
UNIT #3		EBPS	B&W				BASE BILLING CYCLE:
			COLOR				OVERAGE BILLING CYCLE:
	NOTES						TOTAL BASE AMOUNT: / Mo
☐ Additional equipment price schedule attached							TAXES AND OTHER APPLICABLE FEES NOT INCLUDED IN PRICING
BILLING METHOD:		☐ INDIVIDUAL BILLING (ONE INVOICE FOR EACH EQUIPMENT)				☒ GROUP BILLING (ONE INVOICE FOR ALL EQUIPMENT)	

AGREEMENT **START DATE** AND **START METERS** WILL BE BASED ON DELIVERY AND INSTALLATION OF EQUIPMENT.

I HAVE READ AND AGREE WITH ALL THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE OF THIS AGREEMENT. The person executing this Agreement on behalf of the Customer represents and warrants that he/she is duly authorized to legally bind the Customer and that the Customer has duly authorized him/her to execute this Customer Service Agreement on behalf of the Customer.			
AUTHORIZED SIGNATURE _____	PRINT NAME _____	TITLE _____	DATE _____
SOS SALES REP SIGNATURE _____ DATE _____		SOS MANAGEMENT SIGNATURE  DATE 12/07/2023	

THANK YOU FOR YOUR BUSINESS

CONTRACT PROCESSING Use ONLY

CUSTOMER # _____

UNIT	ID#	SERIAL #	CONTRACT #	START B&W	START COLOR	START/INSTALL DATE
1						
2						
3						

TERMS AND CONDITIONS

1. GENERAL

This Customer Service Agreement (hereinafter referred to as CSA) between SEMINOLE OFFICE SOLUTIONS (hereinafter referred to as SOS) and **Customer's Name appearing on the front of this agreement** (hereinafter referred to as Customer) shall be in effect for a period of twelve (12) months from the contract start date, which is based on the equipment delivery/installation, unless the term shown on the front varies. The rate for this CSA shall be the total of the rates for each individual item listed under Equipment Description plus any other charges appearing on this agreement. Unless notified in writing by the Customer or SOS 30 days prior to the renewal date of this agreement, the CSA will automatically renew for another 12-month period. A rate adjustment may be applied annually upon renewal. **The Customer's obligation to pay all charges listed during any term of this agreement shall survive any termination of this agreement;** this obligation will be based on current base charges and/or average image volumes. Any consumables that are included in a CSA Plan are subject to nominal shipping and handling fee.

2. PAYMENT

Base CSA charges are billed in advance and copier meter/image usage charges are billed in arrears for EBPS Plans or as indicated on the front of this CSA. It is the policy of SOS not to accept equipment that has not previously been maintained by SOS service technicians until such equipment has been inspected and if necessary, brought up to proper operation standards by SOS at the normal charges for such necessary inspections and repair. If payments for charges under this agreement are more than 30 days past due SOS has the right to refuse service and supplies until the account is brought current. All consumables provided under this CSA remain the property of SOS and may be recovered by SOS for non-payment or cancellation of any term of this agreement. SOS reserves the right to conduct consumable audits and remove excess consumables without prior notification.

3. PREVENTIVE MAINTENANCE

The service provided under the terms and conditions of this agreement shall include Preventive Maintenance Inspections (PM). **PM's may be made in conjunction with a routine or emergency service call by SOS service technicians.** All service calls made under the terms and conditions of this agreement shall be made between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

4. CSA PLANS: (as indicated on front)

EBPS (EVERYTHING BUT PAPER & STAPLES)

The EBPS CSA includes all consumables, parts, on site labor, travel, and supplies necessary to maintain covered equipment in optimum operating condition. Unless stated on the front of this agreement, it excludes only staples and paper.

These CSA Plans do not cover:

- Service necessitated by the malfunction of Non-Original Equipment **Manufacturer's** (OEM) parts, attachments, or supplies not authorized by SOS.
- Repairs or cleaning necessitated by improper installation or use of customer replaceable items such as consumables, papers, or foreign agents.
- Exterior or add-on copy counting or monitoring devices (i.e. Jamex, ITC Systems, card readers, etc.).
- Major in-shop rebuilding for machines that have exceeded their manufacturer recommended life.
- Circuit board failures unless an UL 1449 rated or other SOS approved surge protection device is installed in-line with the listed equipment. It is the customer's responsibility to ensure that covered equipment remains connected to such surge protection device, regardless if provided by SOS or not, and is required to notify SOS in the event of SOS provided surge protection device has failed.
- Support of any network related function not directly involved with the walk-up copying or walk-up fax process. (i.e., print, scan, email, network fax, etc.) A separate support agreement or per hour professional services may be purchased for these services.

EXW (EXTENDED WARRANTY)

The extended warranty for printers, shredders, scanners, and other miscellaneous equipment, unless otherwise indicated on the front of this agreement, includes all parts and on-site labor necessary to maintain covered equipment in optimum operation condition. Consumables are not covered.

5. GUARANTEE

SOS guarantees to maintain listed new equipment in optimum operating condition for a period of five (5) years or 2,000,000 copies (whichever occurs first) and listed used equipment for one (1) year or 1,000,000 copies (whichever occurs first) as long as equipment is covered by one of the above CSA plans continuously during this period. This guarantee is void if CSA is not renewed or there is a lapse in service coverage. Devices listed as obsolete or end-of-life by the manufacturer may, at the discretion of SOS, have the CSA cancelled or be ineligible for renewal.

6. LOANERS

When a covered system is expected to be out of service for a period of 48 hours or more, SOS may, at its discretion, provide the Customer a loaner machine at no additional charge. The loaner may not necessarily be the same make or model as the covered equipment however SOS will attempt to provide comparable features and capabilities.

7. METER READINGS

To ensure accurate billing, SOS requires the customer to provide device meter readings by the scheduled billing date of the Overage Billing Cycle interval indicated on the front of this agreement. To expedite and automate this process, the Customer agrees to allow SOS to setup and gather meter **readings automatically over the customer's network and Internet** using either the device's integrated reporting tools and/or other data collection agents (DCA's) **that will be installed on the Customer's computer/network. If automatic collection methods are not successful or stop working, SOS will work with Customer to reestablish this, however it is the Customer's responsibility to ensure meters are reported to SOS as outlined above. Unreported** meters will be estimated, and an administrative fee will be assessed at the discretion of SOS.

8. SCANNING

All scans made by the equipment (digital copier model) will be charged at the rate of .0019 per scan. This will allow SOS to maintain the Automatic Document Feeder (ADF) in the event that a significant number of scans beyond typical use are being performed. These charges may be billed at different intervals.

9. EQUIPMENT LOCATION / MOVES

All service calls made under the terms and conditions of this agreement shall be made on the premises of a location owned or operated by the Customer, referred to as Equipment Location on the front of this agreement. It is highly recommended that Customer contacts SOS to coordinate equipment moves. Our staff have the training, tools, vehicles, etc. to properly perform the move without damaging the equipment. A nominal fee for moves will apply based on the complexity and manpower required. Customer is responsible for any repair costs as a result of damage from moving equipment on their own. If Equipment Location is moved outside of a 50-mile radius of SOS corporate office in Longwood, SOS may increase the base rates for the covered equipment up to 20%.

10. MISUSE/ABUSE

This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, fire, water, electrical power failure or surges, moving of equipment not performed by SOS, any other casualty or act of God or to repairs made necessary by service performed by other than SOS service technicians. Charges for repair or replacement due to any of the aforementioned shall be billed at normal rates to the Customer.

11. TRANSFER/REBATE

This agreement is not transferable. This agreement covers only the equipment described on the front of this agreement or attached sheets (if necessary). Should the Customer upgrade systems with SOS, the unused portion of this agreement shall be credited to the Customer based on elapsed time or used copy volume, whichever is greater. This agreement constitutes the entire agreement between SOS and the customer.

Customer Initials: _____



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with RCM Utilities to Replace Contact Chamber Control Valves at WWTP#1

Introduction:

This is a request for Council to approve a task authorization for RCM Utilities to replace the three contact chamber control valves at WWTP#1.

Discussion:

The three valves are found to be inoperable. Replacement of these valves is part of the alternative WWTP#1 improvement plan presented to Council in March of this year. Staff wishes to utilize RCM Utilities to perform the work. On December 17, 2019, City Council approved Resolution No. 2019-184, adopting a piggyback contract with RCM utilities for a three-year term (see Attachment #1). On June 7, 2023, City Council approved Amendment #1, extending the contract through December 17, 2025 (see Attachment #2).

Budget Impact:

The Contractor has provided an estimate in the amount of \$105,265.00 to replace the valves. Budgeted as part of the WWTP#1 Rehab Construction at GL#310-5555-580.63-01-WA2002.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve a task authorization for RCM Utilities to replace the three contact chamber control valves at WWTP#1.

Attachment(s):

1. Attachment #1: Reso No. 2019-184 Water and Wastewater Misc Construction & Maintenance

2. Attachment #2: Amendment 1 Extending Piggyback Agreement with RCM Utilities.06.07.2023.exp.12.17.2025
3. Task Authorization.RCM.ccc valve 12-23 signed

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/4/2023
Approved - 12/4/2023
Approved - 12/13/2023
Approved - 12/13/2023
Final Approval - 12/13/2023

ATTACHMENT #1

RESOLUTION NO. 2019-184

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO WATER AND WASTEWATER MISCELLANEOUS CONSTRUCTION AND MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF PIGGYBACK 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 Public Works Department maintains water and wastewater utilities for the health, safety and welfare of its residential and business customers; and

WHEREAS, it is critical to the proper function of water and wastewater utility systems that regular maintenance activities be performed; and

WHEREAS, the City of Zephyrhills competitively solicited and negotiated an agreement with RCM Utilities, Inc, for Water and Wastewater Miscellaneous Construction and Maintenance Services through RFP 35-19-01; and

WHEREAS, the City of Mount Dora desires to enter into a contract with RCM Utilities, Inc., under the same terms and applicable conditions as that agreement executed with the City of Zephyrhills; and

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

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

WHEREAS, the City has determined that in this circumstance, entering into cooperative purchase agreement with RCM Utilities, Inc., is the most economically advantageous way for the City to procure this service.

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

ATTACHMENT #1

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 Piggyback Agreements and Authorization to Execute. The Agreement, between the City of Mount Dora and RCM Utilities, Inc., attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

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

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

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

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

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

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

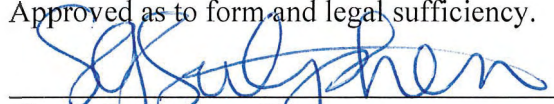
PASSED AND ADOPTED this 17 day of December, 2019.



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

ATTEST:

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


Gwen Keough-Johns, MMC, City Clerk
Sherry G. Sutphen, City Attorney

ATTACHMENT #1

Exhibit "A" **to Resolution 2019-111**

Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and RCM Utilities, Inc.

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and RCM Utilities, Inc., 100 West. Mills Avenue, Eustis, Florida 32726, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Water and Wastewater Miscellaneous Construction and Maintenance Services Agreement between the City of Zephyrhills and the CONTRACTOR, dated August 12, 2019, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the City of Zephyrhills through RFP 35-19-01; and,

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

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

SECTION 1. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY and pursuant to Article 3, Term of Agreement, may be extended for an additional three (3) year term.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

CITY:	City of Mount Dora
	Attn: Robin Hayes
	510 N. Baker Street

ATTACHMENT #1

Mount Dora, Florida 32757
HayesR@ci.mount-dora.fl.us

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

CONTRACTOR: RCM Utilities, Inc.
100 West Mills Avenue
Eustis, Florida 32726

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

ATTACHMENT #1

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

ATTACHMENT #1

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

Signatures on Following Page

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 17 day of December, 2019.

CITY OF MOUNT DORA

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

ATTEST:

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

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

Sherry G. Sutphen
Sherry G. Sutphen
City Attorney

CONTRACTOR RCM Utilities, LLC

Christopher R. Creech
Print: Christopher R. Creech
Title: Manager

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was executed before me this 10 day of December 2019, by Christopher Creech as Manager of RCM Utilities, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.



Melissa Moss
NOTARY PUBLIC

ATTACHMENT #1

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities**, a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

 3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ATTACHMENT #1

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

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ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

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To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

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defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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ARTICLE 14 – FORCE MAJEURE

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

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15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

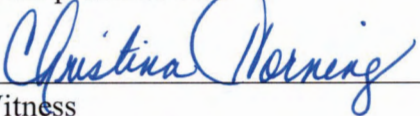
15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered

In the presence of:

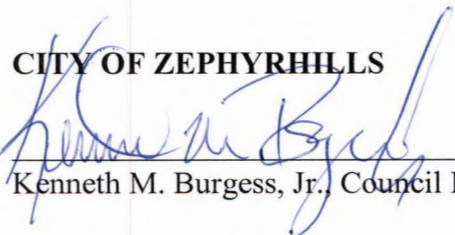


Witness

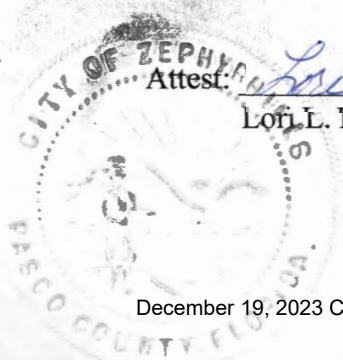
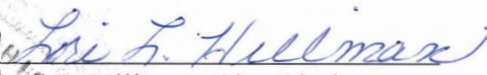


Witness

CITY OF ZEPHYRHILLS



Kenneth M. Burgess, Jr., Council President


Attest: 

Lori L. Hillman, City Clerk

ATTACHMENT #1

Signed, Sealed and Delivered

In the presence of:

John C. Riggs
Witness John C. Riggs
Melissa Moss
Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager

Exhibit A

SUBMIT BID RESPONSE TO:		ATTACHMENT #1 		REQUEST FOR PROPOSAL Response Acknowledgement	
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: Purchasing1@ci.zephyrhills.fl.us			
AN EQUAL OPPORTUNITY EMPLOYER		FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:					
BidNet Direct, https://www.bidnetdirect.com/ City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services		Friday -July 26, 2019 - 3 PM	
PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None DATE: Friday - June 28, 2019 TIME: 10:00 AM City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: 				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:	
EMAIL ADDRESS: 					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.					
X				AUTHORIZED SIGNATURE	
 				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this ____ day of _____, 2019 Personally known: ☐ Or produced identification: ☐ Type of ID: _____ _____ Notary Signature State My commission expires: _____				AFFIX NOTARY STAMP BELOW	
BONDS					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

ATTACHMENT #1
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City of Zephyrhills RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|--|---|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ *Date* _____

Notary or Corporate

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SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30) days** after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

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- 1.7 **Changes/Alterations:** Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 **Discrepancies, Errors, and Omissions:** Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.
- 1.9 **Disqualification:** The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 1.10 **Reject Proposals:** The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 **Proposer's Expenditures:** Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 **Compliance with Applicable Law:** The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 **Conflicts of Interest:** No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.
- 1.14 **Indemnification and Insurance Requirements**
- 1.14.1 **Indemnification:** Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

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termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for \$1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

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additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

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contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 **RFP Availability:** RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills> or the City Website, www.ci.zephyrhills.fl.us. Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted (*mailed or delivered by the deadline listed in the Time Table*) to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies (a total of six) shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m., EDT**. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

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Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was received after the delivery time designated for the receipt and opening of the proposals."

1.18 **Appropriations Clause:** The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 **Oral Presentation:** A formal oral presentation may be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 **Acceptance of Applicable Policies & Procedures.**

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 **Written Selection Process.**

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

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1.23 Formal Interview Evaluation Criteria

- o Overall impression of key team members
- o Ability to provide service
- o Ability to communicate during interview process.
- o Effectively respond to questions and problem solve during interview
- o Firm's ability to effectively answer questions and problem solve in the meeting
- o Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

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Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.
- 1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

- 1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

- a) Underground utility contractors
- b) General contractors
- c) Utility electricians
- d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

- a) Construction supervision/administration
- b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
- c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
- d) Demolition associated with renovations/retrofits
- e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
- f) Estimating cost of future projects
- g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

- a) One (1) year warranty for all service work performed
- b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

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further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

- 2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.
- b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.
- 2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- 2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- 2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed 32. Each copy must contain the following:

- 3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*
- 3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

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- 3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 3.2.3 The **FIRM DATA SHEET** for the prime firm only.
- 3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Technical representative and telephone number.
- d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points).** Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

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TAB 5. Responsiveness/Availability of Equipment. (Maximum 10 Points). Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. (Maximum 10 Points). Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ☐ Must include list of equipment owned
- ☐ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ☐ Proposer's Checklist
- ☐ Firm Data Sheet
- ☐ Firm Data Sheet-Subcontractor
- ☐ Drug Free Workplace
- ☐ Statement of No Response
- ☐ E-Verify
- ☐ RFP Acceptance
- ☐ Public Entity Crimes
- ☐ Addenda
- ☐ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 **Financial Stability.** Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 **Ownership.** Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

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SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
<u>10</u>	Hourly Rates for Personnel & Equipment
100	<i>Ranking based on 100 point system-maximum</i>
-5	Missing Documentation

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SECTION 5 - FORMS

ATTACHMENT #1

FIRM DATA SHEET

RFP 35-19-01

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

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FIRM DATA SHEET – SUB-CONTRACTOR

RFP 35-19-01

SUBCONTRACTOR:

Firm Name and Address

Services to be Provided

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

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DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that _____ does:
(Name of Business)

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

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

Bidder's Signature

Date

PUR062.036
re. 10/97

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CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

ATTACHMENT #1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____.)

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

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executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(Signature)

Sworn to and subscribed before me this _____ day of _____,
20__.

Personally known _____

Or Produced Identification _____

Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

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Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

ATTACHMENT #1
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is
_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ (Company Name)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ (name and title of corporate officer)
of _____ (Name of Corporation),
a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (identification type)
as identification.

_____ (Signature line for notary public)
_____ (Name of notary type, printed or stamped)
_____ (Title or rank)

My commission expires: _____
Serial number, if any _____

ATTACHMENT #1

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

ATTACHMENT #1
RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Authorized Signature

Date

Printed Name

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2019

(Seal) By: _____
Title: _____

Labor/Equipment Rates Form**RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:



**100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990**

**RFP 35-19-01
WATER & WASTEWATER MISC.
CONSTRUCTION / MAINTENANCE
SERVICES**



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ATTACHMENT #1



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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

- Lift station rehabilitation, installation, inspection & repair
- Water treatment plant rehabilitation, new construction & repair
- Wastewater treatment plant rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

- Hawthorne – Remove & replace High Service Pump at WTP – September 2018
- Hawthorne – Installation of water main line valves – October 2018
- City of Tavares – Lift Station #9 Rehab – April 2019
- City of Tavares – Lift Station #47 – July 2019
- City of Groveland – Lift Station #16 – June 2019
- The Villages CPM – SEWWCA IPS #2 - June 2019
- The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
- Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

- Underground Utility Contractor: CUC1225240
- Backflow Prevention Tester – T12-18-8167
- Backflow Prevention Assembly Repair & Maintenance
- Introduction to Lift Station Electrical Troubleshooting
- Department of Transportation Maintenance of Traffic (Intermediate)
- Confined Space Entry
- Infiltrator Systems Training



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7



American Water Works
Association

FloridaSection

Peggy Kingma

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: 04/10/2019

TREEO FDEP OCP 04191040: CEUs 1.6 DW WW DS

FBPE Provider #: 0004021 : CEHs 16

A handwritten signature in black ink that reads "Carol Hinton".

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

ATTACHMENT #1



TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech: Owner, Estimator, General Manager
Total Years' Experience: 10 years

John C. Riggs: Operations Manager, Safety Officer
Total Years' Experience: 11 years

Weston Hartwright: Field Supervisor, Crew Foreman
Total Years' Experience: 12 years

Bradley Green: Crew Foreman
Total Years' Experience: 3 years

Melissa Moss: Executive Assistant
Total Years' Experience: 8 years

Bradley Miller: Supervisor
Subcontractor Total Years' Experience: 15 years

ATTACHMENT #1

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes

Feb, 2008-July 2011 Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

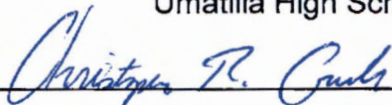
- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training
Umatilla High School, graduated 2007

EDUCATION:

Signature



ATTACHMENT #1

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

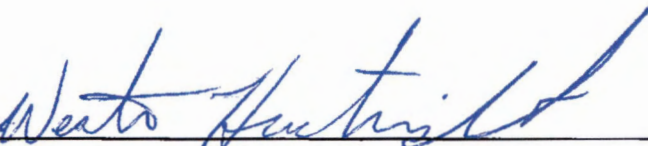
CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 1994

Signature



ATTACHMENT #1

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities

July 2019 to Present

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services

Feb 2016 to July 2019

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians

Apr 2006 to Feb 2016

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil

Jun 2002 to Apr 2006

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group

Jan 2002 to Jun 2002

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing

Jun 1990 to Dec 2001

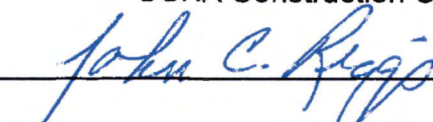
General Manager for company with \$4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975

Attended Valencia Community College

Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature _____



ATTACHMENT #1

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 2014

Signature



ATTACHMENT #1

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present	RCM Utilities, LLC
Position:	Executive Assistant and Corporate Officer
Duties:	• Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company • Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes • Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing • Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records • Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents • Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities • Answer, direct or handle all incoming telephone calls • Maintain corporate personnel manual and drug-free workplace manual • Maintain office equipment leases, repairs and supplies
Sept 2011 – Nov. 2018	Utility Technicians, Inc.
Position:	Administrative Assistant
Duties:	Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians
April 2009 – June 2011	Allen's Well Drilling, Inc.
Position:	Secretary
Duties:	Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.
Jan 2006 – April 2009	Hidden Valley Ranch & Nursery, Inc.
Position:	Secretary
Duties:	Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing
June 1989 -Sept. 2005	Winn-Dixie
Position:	Pricing Manager
Duties:	Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature _____

Melissa Moss

Bradley Miller

(561) 398-2781

brad@maxxenvironmental.com

Feb 2016-Present
(3.5 Years)

Supervisor – Maxx Environmental, Riviera Beach

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016
(3 Years)

Account Manager - Fortiline Waterworks, Riviera Bch

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from \$500,000 to \$10 million dollars.

Aug 2002-Feb 2013
(11 Years)

Supervisor – CEES, Inc, West Palm Beach, FI

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida. I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989

American Academy High School, Nicosia Cyprus

Aug 1989 – May 1993

Wheeling Jesuit University (BA), Wheeling, WV


7/19/19 ~~Bradley~~ Miller



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;

David Waters; (352) 483-6434 (*Porter & Assoc. – Sewpercoat Florida rep*)

Joseph Talley; (757) 339-3327 (*Sewpercoat national manufacturers rep*)

Brad Miller:

Supervisor

Total Years Experience - 15+ years

Total Manholes Coated - 12,000+ (72,000vf)

Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:

Crew Leader / Gunner & Mixer

Total Years Experience - 3+ years

Total Manholes Coated - 500+ (3,000vf)

Total Wet Wells Coated - 30+ (600vf)

Israel Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 11+ years

Total Manholes Coated - 5,000+ (30,000vf)

Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 2+ years

Total Manholes Coated - 300+ (1,800vf)

Total Wet Wells Coated - 20+ (300vf)





TAB 3 - REFERENCES

City of Tavares

201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

City of Groveland

156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat and full electrical replacement including control panel

City of Umatilla

1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

Sun Communities

27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management

3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:

Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, FL 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:

Kevin Swisher - Utility Maintenance Supervisor
380 Riverside Cir., Naples, FL 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:

Corey Robinson - Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington FL 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:

Juan Mata - Utility Operations Supervisor
6300 Stirling Rd., Hollywood, FL 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:

Brent Weidenhamer - O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, FL 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation





October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joseph Talley', is written over a light blue horizontal line.

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300





TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)



TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at
100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

- SCHEDULING:** We can be on-site next day for emergencies.
- COMPLETION:** Manholes; 3-7 per day / Lift Stations; 2.5 days max
- EMERGENCY:** We can be on-site within 24-48 hours.
- MOBILIZATION:** No additional cost – included within our bid pricing.
- EQUIPMENT:** Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.
- MATERIALS:** Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety
- PICTURES:** We shall provide before and after pictures of all work.
- SUB-CONTRACTORS:** None. Maxx shall perform all services



ATTACHMENT #1

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor	\$50.00	\$75.00
Foreman	\$75.00	\$113.00
Helper - Labor Only	\$35.00	\$53.00
Helper with Truck/Trailer	\$50.00	\$75.00
Backflow Technician	\$40.00	\$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator	\$150.00	\$80.00	\$800.00	\$2,400.00	\$9,600.00	O	
Back Hoe with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00		R
Vac Truck - 2 Man Crew	\$250.00	\$280.00	\$2,800.00	\$14,000.00	\$56,000.00		R
CCTV Camera Trailer with Operator	\$250.00	\$175.00	\$1,750.00	\$8,750.00	\$35,000.00		R
Tractor with Bucket with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
4" Sewage Bypass Pump with Hoses	\$250.00	\$40.00	\$250.00	\$650.00	\$2,600.00		R
Bypass Pump Fuel Additional	\$4.50 per gallon						
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator	\$250.00	\$40.00	\$170.00	\$850.00	\$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	\$150.00	\$25.00	\$150.00	\$750.00	\$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	\$150.00	\$75.00	\$750.00	\$3,750.00	\$15,000.00	O	
Metal Fabrication/Weider	\$150.00	\$65.00	\$650.00	\$3,250.00	\$13,000.00	O	
Sand Blast Trailer Rig with Crew	\$250.00	\$295.00	\$2,950.00	\$14,750.00	\$59,000.00		R
Sand Blasting Sand	\$5.00 per 50 lb bag						
Compactor with Operator	\$150.00	\$100.00	\$1,000.00	\$5,000.00	\$20,000.00	O	
Air Compressor Road Bore	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
OTHER RATES		% MARK UP					
Materials Purchased for Specific Job		25%					
Materials from Stock		25%					
Subcontract Labor		20%					
Performance and Payment Bond		Cost 2%					

Company Name: RCM Utilities, LLCAuthorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager
 RFP 35-19-01 WATER & WASTEWATER
 Misc Construction/Maintenance Services

28



TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for \$1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

ATTACHMENT #1

FIRM DATA SHEET**RFP 35-19-01**

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
 _____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs	Operations Manager	352-267-6264
Weston Hartwright	Field Supervisor	352-456-8623
Melissa Moss	Executive Assistant	352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

ATTACHMENT #1

FIRM DATA SHEET – SUB-CONTRACTOR

RFP 35-19-01

SUBCONTRACTOR:

Firm Name and Address

Services to be Provided

1. Betts Electrical Services, LLC
9590 SE 190th Court
Ocklawaha, FL 32179

1. Electrical

2. Max Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

2. Sewpercoat

3.

3.

4.

4.

5.

5.

ATTACHMENT #1

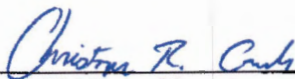
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

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

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


Bidder's Signature Christopher R. Creech

07/26/2019

Date

PUR062.036
re. 10/97

ATTACHMENT #1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
- by Christopher R. Creech Manager / Owner
(print individual's name and title)
- for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

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

ATTACHMENT #1

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July
2019

Personally known Christopher R. Creech

Or Produced Identification _____
Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

ATTACHMENT #1

Addenda Receipt Acknowledgment

Addendum # <u>1</u>	Date <u>07/01/2019</u>	Initials <u>CRC</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

Christopher R. Creech
Signature/Date (Executed by Corporate Authority)
Christopher R. Creech Manager

ATTACHMENT #1

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he is **Manager of**

RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc.)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christopher R. Creech
Officer

RCM Utilities, LLC (Company Name)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019

by
Christopher R. Creech Manager (name and title of corporate officer)
of RCM Utilities, LLC (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (identification type)
as identification.

Melissa Moss (Signature line for notary public)

Melissa Moss (Name of notary type, printed or stamped)

AMBR / Executive Assistant (Title or rank)

My commission expires: November 8, 2019
Serial number, if any _____



ATTACHMENT #1

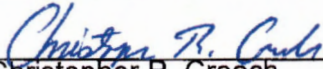
E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC
Authorized Signature: 
Christopher R. Creech
Title: Manager / Owner
Date: July 26, 2019

ATTACHMENT #1

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
26 day of July A.D. 2019



(Seal)

By: Melissa Moss
Title: AMBR / Executive Assistant

ATTACHMENT #2

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND RCM UTILITIES, INC.

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and RCM Utilities, Inc., 100 West Mills Avenue, Eustis, Florida 32726, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on December 17, 2019, the CITY adopted Resolution 2019-184, which authorized the Piggyback Agreement between the CITY and the CONTRACTOR related to water and wastewater miscellaneous construction and maintenance services ("Agreement"); and

WHEREAS, the Term of the Agreement was for an initial period of three (3) years with the option to extend for an additional period of three (3) years; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to extend the Term accordingly.

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

1. Section 2, Term, is hereby amended to extend the Term retroactively from the date of the original expiration through and including December 17, 2025.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 7 day of JUNE 2023.

CITY OF MOUNT DORA

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

ATTEST:

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

Jeanann Hand
Jeanann Hand, City Clerk

Sherry G. Sutphen
Sherry G. Sutphen, City Attorney

CONTRACTOR

By: RCM Utilities, LLC
Melissa Moss

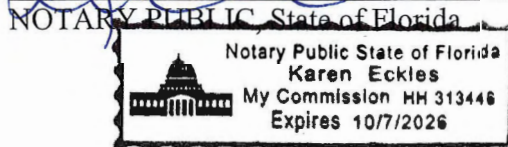
Print: Melissa Moss

Title: Controller

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Melissa Moss, as Controller, of RCM Utilities, 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 6th day of June, 2023, as identification, and who did/did not take an oath this

(stamp)



**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between RCM Utilities (Contractor) and the City of Mount Dora, approved under Resolution 2019-184, dated 12/7/2019, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name WWTP 1 Contact Chamber Valve Replacement

Project Amount: \$105,265.00

Budget Account Number:
425-5555-580.63-01

City Project Manager:
Johnny Reynolds

Contractor:
RCM Utilities

Contractor Project Manager:
Chris Creech

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

SUMMARY OF WORK TO BE COMPLETED

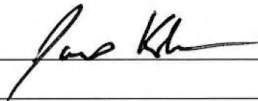
Each Task Authorization package shall include:

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

Recommended By:

Print: James Klein Utility Plants Manager

Date: 12-1-23

Signature: 

Reviewed By:

Print: George Marek Public Works Director

Date: 12/1/2023

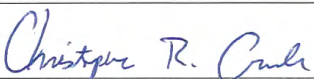
Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Chris Creech

Print Name:

Signature: 

Signature:

Date: 12/01/2023

Date:

Exhibit A – Scope of Work

RCM Utilities to supply all materials, equipment and labor to make the following repairs at the City of Mount Dora STP #1.

- Dewater and excavate (4) - 18" butterfly valves between the traveling bridge sand filters and chlorine contact chambers.**
- Remove (3) - 18" butterfly valves**
- Install (3) - 18" mechanical joint plug valves on the existing MJ cross.**
- Backfill and compact.**

Exhibit B – Sub-Contractors

None

Exhibit C – Schedule

Valve lead time 14-16 weeks. beginning upon order conformation.

Exhibit D – Compensation

Materials: \$83,665.00
Labor & Equipment: \$21,600.00
TOTAL \$105,265.00

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

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

ESTIMATE # 1203

DATE 11/30/2023

EXPIRATION DATE 12/30/2023

JOB NAME

18" Effluent Valves

DESCRIPTION

AMOUNT

RCM Utilities to supply all materials, equipment and labor to make the following repairs at the City of Mount Dora STP #1.

105,265.00

- Dewater and excavate (4) - 18" butterfly valves between the traveling bridge sand filters and chlorine contact chambers.
- Remove (3) - 18" butterfly valves
- Install (3) - 18" mechanical joint plug valves on the existing MJ cross.
- Backfill and compact.

Materials: \$83,665.00

Labor & Equipment: \$21,600.00

NOTES:

- Valve lead time 14-16 weeks. beginning upon order conformation.
- Site restoration to include backfilling and compacting only. All sodding or seeding by others.
- All WWTP flow diversion by others.
- Isolation of valves to be provided by others.
- All bypass pumping by others, if required.
- RCM utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

SUBTOTAL	105,265.00
TAX	0.00
TOTAL	\$105,265.00

Accepted By

Accepted Date



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Faden Builders, Inc. for Retaining Wall Construction and Removal of a Derelict Tank at WWTP#2

Introduction:

This is a request for approval of a task authorization with Faden Builders, Inc. to construct a new retaining wall and remove a derelict tank at WWTP#2.

Discussion:

A new retaining wall is needed to replace an existing wall that is failing adjacent to the plant effluent filters. The tank to be removed has been abandoned for several years and is not salvageable.

Budget Impact:

The Contractor's guaranteed maximum price is \$72,577.33. GL#421-1940-536-46-01.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve a task authorization with Faden Builders, Inc. to construct a new retaining wall and remove a derelict tank at WWTP#2. Staff wishes to utilize Citywide CMAR contractor Faden Builders, Inc. to complete the work. City Council adopted Resolution No. 2020-24, approving the CMAR contract with Faden Builders, Inc. (see Attachment #1).

Attachment(s):

1. Attachment #1: Reso No 2020-24 City CMAR Services for Citywide Projects
2. WWTP2 Retaining Wall-11292023162550 TF

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director

Approved - 12/4/2023
Approved - 12/4/2023

City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/13/2023
Approved - 12/13/2023
Final Approval - 12/13/2023

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.

Resolution No. 2020-24

1 of 6

ATTACHMENT #1

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

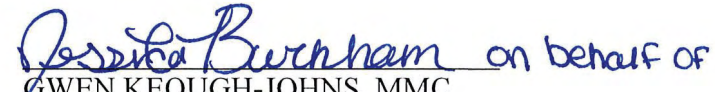
ATTACHMENT #1

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



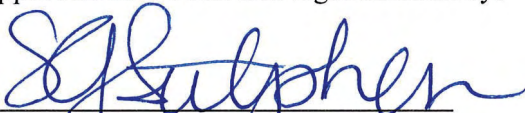
CATHERINE T. HOECHST,
MAYOR of the City of Mount Dora, Florida

ATTEST:



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

ATTACHMENT #1

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

Resolution No. 2020-24

4 of 6

ATTACHMENT #1

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.

I.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.

I.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

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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.

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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.

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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,

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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 11" 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.

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- 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

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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 turn-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.

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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

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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.

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- 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.

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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

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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

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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

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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

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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

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- 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

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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

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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.

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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.

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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,

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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

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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.

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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,

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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

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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.

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- 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.

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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.

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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

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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.

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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%).

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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

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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.

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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 subcontractor 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

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- 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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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

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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.

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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

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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.

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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.

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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

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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.

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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.

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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

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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.

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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-

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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:

ATTACHMENT #1

- 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.

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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

ATTACHMENT #1

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.

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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

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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

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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**

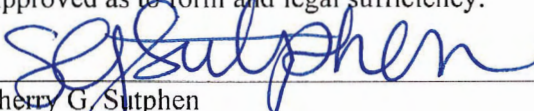


**CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida**

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.

O P 
OWEN KEOUGH-JOHNS, MMC
CITY CLERK


Sherry G. Sutphen
City Attorney

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EVERGREEN CONSTRUCTION
MANAGEMENT, INC.

By: _____

Print: Mark Starcher

Title: President

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Mark Starcher, 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 6th day of April, 2020.

(stamp)

Lita Conyers
NOTARY PUBLIC, State of Florida



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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	
<u>Each Task Authorization package shall include:</u> 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: _____

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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	
<u>Each Task Authorization package shall include:</u> 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:

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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: _____

Date of Substantial Completion: _____

Print: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within _____ days from the above date of Substantial Completion.

Construction Manager

By: _____

Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ am/pm on _____, 20__

Owner

By: _____

Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

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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: _____

ATTACHMENT #1

EXHIBIT "E"

Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1

TO OWNER:

PROJECT:

APPLICATION NO: 001
 PERIOD TO: 03/25/2020
 PROJECT NOS.: 1810008

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ FIELD
☐ OTHER

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT DATE: 01/23/2020

Evergreen Construction
 30941 Suneagle Drive
 Mt Dora, FL 32757

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

PAGE 2

TO:

From:

Project Name:

Project #:

Application #:

Period:

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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									10
2	GL Insurance									10
3	02 - Demolition & Site Work									10
4	03 - Concrete									5
5	05 - Metals									5
6	06 - Carpentry & Millwork									5
7	07 - Firestopping, Moisture & Thermal Protection									10
8	08.1 - Doors, Windows									10
9	08.4 - Glass & Storefront									10
10	09.1 - Drywall									10

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CONTINUATION SHEET

PAGE 3

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:										

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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

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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

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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.

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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

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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,

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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 11" 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.

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- 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,

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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 turn-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:

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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.

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- 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.

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- 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.

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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

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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

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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

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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.

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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.

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- 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.

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- 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

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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.

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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

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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"**.

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- 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

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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

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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.

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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.

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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.

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- 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

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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

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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.

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- 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.

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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%).

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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

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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.

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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 subcontractor 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.

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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

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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.

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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.

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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

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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

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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;

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- 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.

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- 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;

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- 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

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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

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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:

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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

ATTACHMENT #1

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.

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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

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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

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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.

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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

ATTACHMENT #1

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 CITY'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

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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:

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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,

ATTACHMENT #1

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,

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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.

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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.

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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

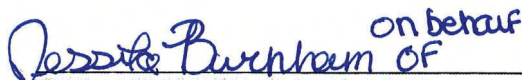
NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY
OF MOUNT DORA

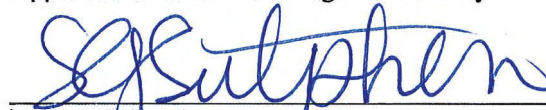


CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

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.

 on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK


Sherry G. Sutphen
City Attorney

FADEN BUILDERS, INC.

By: 
Print: Todd M. Faden
Title: PRESIDENT

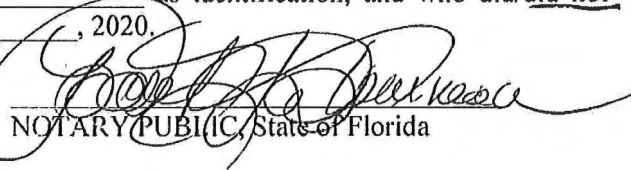
STATE OF FLORIDA
COUNTY OF Lake

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

ATTACHMENT #1

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 DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> 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: _____

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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	
<u>Each Task Authorization package shall include:</u> 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:

ATTACHMENT #1

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: _____

Date of Substantial Completion: _____

Print: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____

Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ am/pm on _____, 20__.

Owner

By: _____

Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

ATTACHMENT #1

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: _____

ATTACHMENT #1

EXHIBIT “E” Partial Pay Request Form

Application for Payment ATTACHMENT #1

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 _____

Application for Payment
ATTACHMENT #1

To Owner: _____	Contractor: <u>Faden Builders, Inc.</u>
Attn. Owner's Rep: _____	Submitted By: <u>Todd M. Faden</u>
Address: _____	Street Address: <u>1194 Camp Avenue</u>
City/State/Zip: _____	City/State/Zip: <u>Mount Dora, FL 32757</u>

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 <u>1/0/00</u>
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 _____		

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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

ATTACHMENT #1

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

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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.

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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

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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,

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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 11" 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

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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

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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 turn-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

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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.

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- 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.

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- 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.

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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

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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

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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

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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.

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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.

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- 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.

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- 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-

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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.

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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

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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"**.

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- 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

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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

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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.

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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.

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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.

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- 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

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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

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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.

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- 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.

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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%

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\$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

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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,

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transportation and delivery costs thereof, which are used in the support of a subcontractor 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.

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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

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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.

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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.

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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.

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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

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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

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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;

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- 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.

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- 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;

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- 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.

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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

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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

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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:

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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

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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.

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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

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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

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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.

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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.

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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 CITY'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.

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- 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

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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

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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.

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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.

ATTACHMENT #1

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.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MOUNT DORA

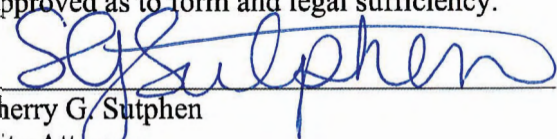
NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY
OF MOUNT DORA

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

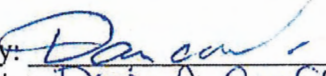
ATTEST:

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.

GWEN KEOUGH-JOHNS, MMC
CITY CLERK


Sherry G. Sutphen
City Attorney

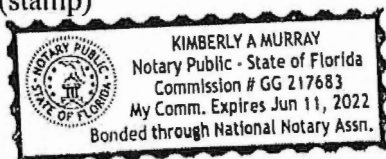
WHARTON-SMITH, INC.

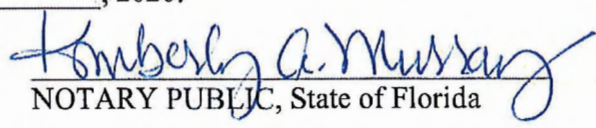
By: 
Print: Darin A. Crafton
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ 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)




NOTARY PUBLIC, State of Florida

ATTACHMENT #1

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	
<u>Each Task Authorization package shall include:</u> 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	
Print Name:	CITY APPROVAL
Title:	Print Name:
Signature:	Title:
Date:	Signature:
	Date:

ATTACHMENT #1

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	
<u>Each Task Authorization package shall include:</u> 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:

ATTACHMENT #1

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: _____

Date of Substantial Completion: _____

Print: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____

Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ am/pm on _____, 20__.

Owner

By: _____

Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

ATTACHMENT #1

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: _____

ATTACHMENT #1

EXHIBIT “E” Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :	PROJECT:	APPLICATION NO.: 1	Distribution to:
		PERIOD TO: 1/0/1900	OWNER 1 of 2 PAGES
		PROJECT NOS.:	
		CONTRACT DATE: 1/0/1900	ARCHITECT
		W/S JOB NO.: 0	CONTRACTOR

ATTN:
 FROM (CONTRACTOR): **WHARTON-SMITH, INC.**
750 Monroe Rd.
Sanford, FL 32771
 CONTRACT FOR:

VIA ARCHITECT:

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		0.00
(Columns D + E on G703)		
0.00 of Stored Material		0.00
(Column F on G703)		
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 of 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

Contractor'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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	M 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
	GRAND TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	#REF!	\$ -	

ATTACHMENT #1

Page 66 of 66

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Faden Builders Inc (Construction Manager) and the City of Mount Dora, approved under Resolution 2020-24, dated April 7 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name WWTP#2 Retaining Wall and Tank Demo
Project Amount: \$ 72,577.33
Budget Account Number: 421-1940-536-46-01
City Project Manager: Johnny Reynolds
Contractor: Faden Builders Inc
Contractor Project Manager: Todd Faden

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: James Klein, Utility Treatment Plants Manager

Date: 11/29/2023

Signature: 

Reviewed By:

Print: George Marek Public Works Director

Date: 11/29/2023

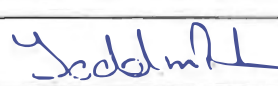
Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: TODD M. FADEN

Print Name:

Signature: 

Signature:

Date: 11/30/2023

Date:

Exhibit A – Scope of Work

1. General Conditions:
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Storage Tank Demo:
 - a. It is assumed that the inside of the tank is clean and clear of any hazardous materials. Testing and cleaning are excluded.
 - b. Disconnect power back to panel (within 25 feet).
 - c. Demolish and completely remove steel tank from the site.
 - d. Import up to 6 loads of fill and grade area where tank is removed to match surrounding grades.
 - e. Bahia sod (3,000 SF).
3. Landscape Wall:
 - a. Excavate, remove and dispose of existing wood wall.
 - b. Install new 85 LF block landscape wall system with cap.
 - c. Fabricate and install 53 LF of 2-line aluminum mechanical railing system with kick plate.
 - d. Backfill, compact and grade.
 - e. Bahia sod (2,000 SF).

Qualifications and Exclusions

1. Project Supervision is included.
2. Work to be completed M-F, 1st shift. Overtime is excluded.
3. Engineering and permits are excluded.
4. Survey is excluded.
5. Erosion control is excluded.
6. Irrigation of new sod is excluded.

Exhibit B – Sub-Contractors

Central Hauling & Excavating
Sunbelt Metals

Exhibit C – Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 4 - 6 weeks for material procurement and scheduling

- 2 - 3 weeks for mobilization, completion of work and demobilization

Project Management Information System (PMIS) will not be required for this project.

Exhibit D – Compensation

Price/GMP Breakdown

1. General Conditions	\$ 7,772.72
2. Site/Demo	\$ 22,554.17
3. Masonry	\$ 16,594.30
4. Metal Railing	\$ 9,791.14
5. Electrical	\$ 1,210.53
Subtotal	\$ 57,922.85
General Liability Insurance	\$ 753.00
Contingency (10%)	\$ 5,792.29
Contractor's Fee	\$ 8,109.20
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 72,577.33



11/17/2023

Faden Proposal No. 23-173

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

RE: MD CMAR WWTP#2 Retaining Wall and Tank Demo

Scope Summary: Demolish and dispose of abandoned metal storage tank. Demolish existing wood wall at filter and replace with new block landscape wall with aluminum railing.

Exhibit A: Scope of Work

1. General Conditions:
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Storage Tank Demo:
 - a. It is assumed that the inside of the tank is clean and clear of any hazardous materials. Testing and cleaning are excluded.
 - b. Disconnect power back to panel (within 25 feet).
 - c. Demolish and completely remove steel tank from the site.
 - d. Import up to 6 loads of fill and grade area where tank is removed to match surrounding grades.
 - e. Bahia sod (3,000 SF).
3. Landscape Wall:
 - a. Excavate, remove and dispose of existing wood wall.
 - b. Install new 85 LF block landscape wall system with cap.
 - c. Fabricate and install 53 LF of 2-line aluminum mechanical railing system with kick plate.
 - d. Backfill, compact and grade.
 - e. Bahia sod (2,000 SF).

Qualifications and Exclusions

1. Project Supervision is included.
2. Work to be completed M-F, 1st shift. Overtime is excluded.
3. Engineering and permits are excluded.
4. Survey is excluded.
5. Erosion control is excluded.
6. Irrigation of new sod is excluded.

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 7,772.72
2. Site/Demo	\$ 22,554.17
3. Masonry	\$ 16,594.30
4. Metal Railing	\$ 9,791.14
5. Electrical	\$ 1,210.53
Subtotal	\$ 57,922.85
General Liability Insurance	\$ 753.00
Contingency (10%)	\$ 5,792.29
Contractor's Fee	\$ 8,109.20
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 72,577.33

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 4 - 6 weeks for material procurement and scheduling
- 2 - 3 weeks for mobilization, completion of work and demobilization

Project Management Information System (PMIS) will not be required for this project.



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

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Scott Bassett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

Central Hauling & Excavating
Sunbelt Metals

We appreciate the opportunity to provide a quote for this project. Please feel free to contact us with any questions.
We look forward to working with you.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Halff, Inc. to Design Forres Park Parking Lot and Drainage Improvements to Mitigate Flooding on 9th Avenue at Forres Park

Introduction:

This is a request for Council to approve a task authorization with Halff, Inc. to design Forres Park parking lot and drainage improvements to mitigate flooding on 9th Avenue at Forres Park.

Discussion:

A recent bike trail enhancement at Forres Park resulted in slope erosion damage downhill from the parking lot. Much of the parking lot is unpaved today. Also, 9th Avenue at Forres Park suffers from excessive flooding after rainstorms. A set of storm inlets and pipes is needed to solve the slope erosion and street flooding problem. The storm drains will be placed under the unpaved portion of the parking lot, whereupon the parking lot can be paved.

Budget Impact:

This task authorization for engineering design priced at \$77,435.25. It is budgeted under GL#445-5555-580.63-01 SW2406. Preliminary construction cost is estimated at \$275,000.00 to be budgeted next fiscal year.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve the task authorization with Halff, Inc. to design Forres Park parking lot and drainage improvements to mitigate flooding on 9th Avenue at Forres Park.

Attachment(s):

1. Attachment #1: Reso No. 2018-176 Professional Consultant Agreement Pursuant to RFQ 18-PW-009 (Group G Civil Engineering...)

2. Attachment #2: RFQ 18-PW-009-PROFESSIONAL CONSULTANT SERVICES-SCOPE ONLY
3. Task Authorization 9th Street Park - signed by BJT_signed-gm

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: GEORGE MAREK, Public Works Director

Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 12/4/2023

Approved - 12/7/2023

Approved - 12/12/2023

Approved - 12/12/2023

Final Approval - 12/13/2023

ATTACHMENT #1

RESOLUTION NO. 2018 -176

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATING TO THE APPROVAL OF PROFESSIONAL CONSULTANT AGREEMENTS PURSUANT TO RFQ 18-PW-009; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PURCHASING AUTHORIZATION; PROVIDING AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING 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, Florida issued RFQ 18-PW-009 for Professional Consultant Services; and

WHEREAS, the City Council approved final rankings for the proposals submitted in response to RFQ 18-PW-009 for Group "G" on August 21, 2018.

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 as legislative findings of the City of Mount Dora.

SECTION 2. Purchasing Authorization. The Mayor is hereby authorized to execute an agreement with each of the three top ranked firms under Group G – Civil Engineering (Roadway, Sidewalks and Parking Facilities) for the provision of professional engineering ("on-call") services as set forth in **Composite Exhibit A** attached hereto.

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 of Mount Dora pertaining to RFQ 18-PW-009, Group "G", as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #1

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 of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 7. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

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

PASSED AND ADOPTED this 4th day of October, 2018.



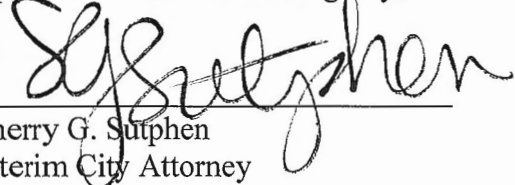
NICK CIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN JOHNS
CITY CLERK

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



Sherry G. Sulphen
Interim City Attorney

ATTACHMENT #1

PROFESSIONAL CONSULTANT SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4th day of Oct., 2018, by and between Booth, Ern, Straughan & Hiott, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the CITY OF MOUNT DORA, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Duane K. Booth, P.E., President (Name, Title)
Booth, Ern, Straughan & Hiott, Inc. (Company)
902 North Sinclair Avenue (Address)
Tavares, FL 32778 (City, State, Zip)
352-343-8481 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: 9/12/2018

Approved as to form & legality as to
City of Mount Dora only

S. Sulpher
City Attorney
By: 0/6/8 prior counsel

CONSULTANT

Booth, Era, Straughan & Hiott, Inc.

By [Signature]

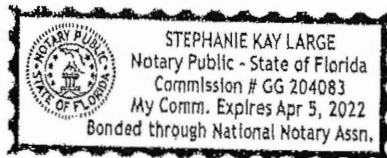
As: Principal

Date: May 7, 2018

State of Florida
City of Tavares

SUBSCRIBED AND SWORN to before me this 7 day of May, 2018, by
Duane K. Booth, who is personally known to me to be the
President for the Firm, OR who produced the following
identification: _____

STAMP OR SEAL:



Stephanie Large
Notary Public, State of Florida
My Commission Expires: April 5, 2022

Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES

**ATTACHMENT #1
HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
4 MAN FIELD CREW	\$195.00/HOUR
3 MAN FIELD CREW	\$155.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

ATTACHMENT #1

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.10
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$0.25
8 ½ x 14.....	\$0.25
11 x 17.....	\$0.45

Other Printing Services

24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$30.00

Other Services

Fax/Scan.....	\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...	@ cost
Concrete Monuments.....	\$11.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

ATTACHMENT #1

PROFESSIONAL CONSULTANT SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 5th ^{4th} day of May, 2018, by and between Neel-Schaffer, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the CITY OF MOUNT DORA, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Rosemary Aldridge, PE, CHMM, Sr. Vice President (Name, Title)
Neel-Schaffer, Inc. (Company)
112. S. Sanford Avenue (Address)
Sanford, FL 32771 (City, State, Zip)
(407) 667-6623 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Date: 9/12/2018

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Approved as to form & legality as to
City of Mount Dora only.

SG Salpeter
City Attorney
By: qb10 prior
counsel

CONSULTANT

Neel-Schaffer, Inc.

By Rosemary Aldridge, PE, CHMM

As: Senior Vice President

Date: May 7, 2018

State of Florida)
City of Sanford)

SUBSCRIBED AND SWORN to before me this 7th day of May, 2018, by
Rosemary Aldridge, who is personally known to me to be the
Senior Vice President for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Laura Lojko
Notary Public, State of Florida
My Commission Expires: March 6, 2019

Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES

City of Mount Dora, FL
Hourly Rate Schedule – Neel-Schaffer, Inc.
September 11, 2018

	<u>HOURLY RATE</u>
Principal	\$200.00
Senior Engineer Manager/Senior Project Manager	\$180.00
Engineer Manager/Project Manager	\$170.00
Senior Engineer/Senior Transportation Planner/Task Leader	\$160.00
Engineer VI/Planner VII	\$150.00
Engineer V/Planner VI	\$130.00
Engineer IV/Planner V	\$115.00
Engineer III/Senior GIS Analyst/Senior Designer/Scientist IV/Planner IV	\$105.00
Engineer II/GIS Analyst II/Designer II/Scientist III/Planner III	\$95.00
Engineer I/GIS Analyst I/Designer I/Technician II/Inspector II/ Scientist II/Planner II	\$85.00
Technician I/Inspector I/Scientist I/Planner I	\$75.00
Senior Administrative Assistant	\$65.00

Hourly rates for non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

REIMBURSABLE EXPENSE SCHEDULE

ITEM	COST
Vehicle Mileage	\$0.535/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

112 South Sanford Avenue, Sanford, FL 32771
2301 Lucien Way, Suite 300, Maitland, FL 32751
Phone 407-647-6623, Fax 601.898.8485
www.neel-schaffer.com

ATTACHMENT #1
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES
Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4th ^{MD}~~3rd~~ day of May ^{MD}~~May~~, 2018, by and between Bentley Architects + Engineers, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the CITY OF MOUNT DORA, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

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For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Molly deVivero, P.E., VP, Engineering (Name, Title)
Bentley Architects + Engineers, Inc. (Company)
651 W. Warren Ave., Suite 200 (Address)
Longwood, FL 32750 (City, State, Zip)
(407) 331-6116 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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SECTION 12. PUBLIC RECORDS NOTICE.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
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SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Date: 9/12/2018

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Approved as to form & legality as to
City of Mount Dora only.

SG Sutherland
City Attorney
By: 0/6/18 prior counsel

CONSULTANT

Bentley Architects + Engineers, Inc.

By Molly deVivero, P.E.

As: Vice President of Engineering

Date: May 3, 2018

State of Florida
City of Seminole

SUBSCRIBED AND SWORN to before me this 3 day of May, 20 18, by
Molly deVivero, who is personally known to me to be the
S.V.P. of Engineering for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Cynthia Fuoco
Notary Public, State of Florida
My Commission Expires: 10/29/19

Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES

ATTACHMENT #1



RATE SCHEDULE	
Bentley Architects & Engineers, Inc.	
TITLE	OM
	27%
Chief Engineer	239.821
Senior Architect	182.40
Project Architect	146.84
Architectural Intern	95.06
Senior Architect Designer	142.21
Project Manager	200.95
Project Engineer A - Civil	162.30
Senior Project Engineer - A Civil	165.39
Chief Designer	158.44
Engineering Intern A -Civil	95.68
Project Engineer B - Structural	129.08
Engineering Intern B - Structural	88.88
Designer B - Structural	85.02
Senior Designer B - Structural	97.38
Secretary / Clerical	51.84

ATTACHMENT #2

SCOPE OF SERVICES

A) Services to Be Provided

The Scope of Services comprises the complete description of the Professional Services for which this RFP has been issued.

Qualified firms wishing to submit to this RFP are responsible for providing all professional services described herein, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City's belief that the services are adequately described herein. Therefore, any negotiated contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

B) Services

The scopes of services that the City requires under this RFP are based upon the City's needs and anticipated future requirements. Each proposal will be considered on its own merits, relative to the City's requirements.

The services described may include surveying, mapping, geotechnical, utility inventory / location and other services as necessary to insure the completion of project(s). These additional services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and electronic formats.

Specific electronic formats shall include:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- The City acknowledges and understands that provision of electronic drawings shall be subject to limitations and other considerations of concern to professional consultants. It is the intent of the City to accommodate reasonable requirements of the firm regarding reuse of electronic drawings by other entities including the City. Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Specific Authorizations.

The selected proposer will be expected to gather sufficient information to enable a "wage cost multiplier" proposal for each assigned project and a listing of primary contact and key employees. The City reserves the right to request the inclusion or exclusion of specific personnel

ATTACHMENT #2

on a given Specific Authorization. Each specific authorization will be negotiated on a per project basis. In rare instances, the City will give consideration to alternative forms of proposals such as “lump sum” if it is in the best interest of both parties.

GROUP A: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional services for water, sewer, and reclaim water plant projects. Water and Wastewater plant improvements to existing operations are also included.

Capital Projects under this Group include the following:

- Water Treatment Plant I Improvements
- Wastewater Treatment Plant I Upgrade
- Wastewater Treatment Plant I Clarifier Mechanism Replacement
- Wastewater Treatment Plant I Oxidation Ditch Rotor
- Wastewater Treatment Plant I & II Effluent Valve Replacement
- Wastewater Treatment Plant II Upgrade / Expansion
- Reclaim Water Storage Projects
- Stormwater Augmentation of Reclaimed Water
- Security System Projects City-Wide (Cameras Included)

Studies Under this Group include the following:

- Wastewater Treatment Plant I & II Efficiency Study
- Operational Needs to Serve Area East of the City Limits (Sorrento / Mount Plymouth)

GROUP B: CIVIL ENGINEERING (WATER, SEWER, RECLAIM LINES)

- The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.
- The Successful Proposer/Consultant will be required to provide professional consultant services for water, sewer, and reclaim water projects and to perform duties and provide certain services for solving water quality, distribution planning, gravity sewer planning, force main routing and lift station upgrades.

ATTACHMENT #2

- Water and Wastewater line improvements to existing operations are also included.

Capital Projects under this Group include the following:

- Water Main Distribution Upgrades
- Water Treatment Plant I Improvements
- Wastewater Collection Improvements
- Lift Station Upgrades
- Utility Extensions East of the City Limits (Sorrento / Mount Plymouth)
- Utility Improvements in Support of the Proposed Employment Center

Studies Under this Group include the following:

- Utility Extensions East of the City Limits (Sorrento / Mount Plymouth) Evaluation

GROUP C: CIVIL ENGINEERING (STORM WATER)

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional services for storm water projects and to perform duties and provide certain services including but not limited to the following:

- Citywide Storm Water Plan
- TMDL and Nutrient Reduction as part of BMAP Process
- NPDES Stormwater Permit Process
- Various Storm Water Studies, Designs, Permit, and development related reviews

Capital Projects under this Group include the following:

- Stormwater Improvements in Support of the Employment Center
- Miscellaneous Storm Water Improvements

Studies Under this Group include the following:

- No Studies in the budget at this time.

GROUP D: GEOTECHNICAL SERVICES

The Evaluation Committee shall recommend a minimum of three (3) firms to the City Council for tasks under this Group.

ATTACHMENT #2

The Successful Proposer/Consultant will be required to provide professional geotechnical services and to perform duties and provide certain services including but not limited to the following:

- Soil Borings (Hand and Mechanical Auger)
- Geotechnical Evaluations (Bearing Capacity, Suitability of Soil, Seasonal High Water, etc.)
- Geotechnical Design and/or Recommendation
- Sink Hole Evaluation and Response
- Various Geotechnical Studies and Designs in support of other projects listed in the RFQ.

GROUP E: SURVEYING AND MAPPING SERVICES

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional surveying and mapping services and to perform duties and provide certain services including but not limited to the following:

- Survey and mapping services in support of other projects
- Boundary survey services
- Plat reviews and other surveying services in support of development reviews
- Title services in support of determining ownership, liens, etc. related to properties

GROUP F: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

The Evaluation Committee shall recommend a minimum of two (2) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional environmental, archeological and historical services including but not limited to the following:

- Environmental, archeological and historic services in support of other projects grant, permits and loan applications

GROUP G: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.

ATTACHMENT #2

The Successful Proposer/Consultant will be required to provide professional engineering services and to perform duties and provide certain services including but not limited to the following:

- Roadway designs throughout within the City Limits and to serve the Employment District,
- Sidewalk improvements, extensions, etc. in conformance with all applicable standards including the America with Disabilities Act (ADA)
- Design of parking facilities inclusive of on-street parking, parking lots and parking facilities such as garages.

GROUP H: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

The Evaluation Committee shall recommend three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional planning services and to perform duties and provide certain services including but not limited to the following:

- Distribution System Fuse/Relay Coordination Study
- Substation Design, Engineering and Maintenance
- Distribution Construction Standards
- Analysis of Wind Loading and Compliance with FPSC Storm Hardening
- Wood Pole Inspection Program
- Facility Planning and Capital Improvement Program
- Facility Inventory and Mapping
- Power Supply Planning and Contract Negotiation
- Compliance with NERC/FRCC Transmission Standards.

Capital Projects under this Group Include:

- Overhead Renewals and Replacements
- Overhead New
- Underground Renewals and Replacements
- Underground New Facilities
- Assistance as Needed on Various Electric Projects

ATTACHMENT #2

Studies Under this Group include the following:

- Distribution Design Standards

GROUP H: ADDITIONAL PROFESSIONAL SERVICES (ON-CALL)

The Evaluation Committee shall recommend three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide all phases of engineering services on an “On-Call” basis for the following review services primarily for the Planning & Development Department, Mount Dora Community Redevelopment Agency and the Northeast Community Redevelopment Agency.

Projects under this Group Include:

- Traffic Impact Analysis in support of development review
- Transportation Engineering Services in support of development review
- Site Access Design production and review
- Concept Plans production and review
- Preliminary and Final Master Plan production and review
- Conditional Use Permits
- Variances (as pertains to site designs, engineering, etc.)
- Minor Site Plan production and review
- Site Plan production and review
- Minor project design and engineered drawings

3) CITY’S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant’s files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

The City has developed standard contracts/agreements. The Consultant shall be required to return a signed standard City contract/agreement contained within this **RFQ** with your submittal. Terms and conditions can be found on the city’s website at: www.cityofmounddora.com.

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this **RFQ**. The City reserves

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Halff, Inc., (Contractor) and the City of Mount Dora, approved under Resolution 2018-176, dated October 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$77,435.25

Budget Account Number:
GL#445-5555-580.63-01 SW2406

City Project Manager: Johnny Reynolds

Contractor: Halff, Inc.

Contractor Project Manager:
Brett J. Tobias, P.E.

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK
AUTHORIZATION AND A CITY PURCHASE
ORDER ARE DELIVERED 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: George Marek, P.E., Director of Public Works

Date: 12/4/2023

Signature: 

Reviewed By:

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

Print Name:
Brett J. Tobias, P.E.

Signature: 

Date:
3/23/23

CITY APPROVAL

Print Name:

Signature:

Date:



Exhibit A Scope of Work

VIA EMAIL marekg@ci.mount-dora.fl.us

December 21, 2022, revised December 22, 2022, revised January 24, 2023

George Marek, P.E.
City Public Works Engineer
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

**RE: PROPOSAL / AGREEMENT FOR 9TH STREET PARK, MOUNT DORA, FLORIDA,
LAKE COUNTY
HALFF AVO 044712.115)
(RFQ #18-PW-009)**

Dear Mr. Marek:

HALFF is pleased to submit the following Scope of Work.

SCOPE OF SERVICE:

Halff Associates is pleased to submit the following proposal with regards to the 9th Street Park within the City of Mount Dora, Florida. The City of Mount Dora is experiencing drainage puddling problems on 9th Street, west of the 9th Street Park. City desires to install inlets and convey this water to the existing retention pond that serves the park. The pond will need to be modified with a new SJRWMD permit and calculations.

SCOPE OF WORK:

PHASE 100 TOPOGRAPHIC/ROUTE SURVEY

Prepare a Topographic/Route Survey for portions of property described in Alternate Key 3839244, lying in Section 29, Township 19 South, Range 27 East (shown below in red), Mount Dora, Lake County, Florida. All improvements including surface evidence of utilities along with flagged utilities, storm drainage and sanitary system information affecting the parcel will be shown. Drainage and sanitary pipe size, type and elevation data will be depicted. The survey will include spot elevations to determine 1-foot contour intervals. Topographic coverage will extend 25 feet beyond the boundary lines adjacent to neighboring parcels. Prepare a Route Survey for engineering design. Limits will include 9th Avenue from the East right of way line of Unser Street (approximately 850 linear feet). All surface improvements will be located within the right of way, above ground utilities, driveways, sidewalks, mailboxes, fences and trees. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. It is understood that adequate topographic coverage will be collected approximately 10 feet beyond the route corridor. Any additions to the scope of work are subject to a change order.

FEE: \$16,240.00

Exhibit A Cont.

	Hours	Rate	
PSM	16	\$160.00	\$2,560.00
Office Tech	64	\$100.00	\$6,400.00
2 Man Crew	56	\$130.00	\$7,280.00
			\$16,240.00

GENERAL SITE AERIAL



ESTIMATED COMPLETION TIME IS 60-75 BUSINESS DAYS UPON RECEIPT OF SIGNED CONTRACT.

DELIVERABLES: UPON COMPLETION OF SURVEY, THE PROJECT ENGINEER WILL RECEIVE A CIVIL 3D BASE FILE FOR ENGINEERING DESIGN. THIS PROPOSAL DOES NOT INCLUDE A SIGNED/SEALED MAP OF SURVEY.

PHASE 200 UTILITY LOCATIONS (PRECISE LOCATING SERVICES, INC.)

Designate the horizontal positions for but not limited to water, power, and telephone as outlined in red on map provided 12/19/22, starting at North Unser Street east on East 9th Avenue for approximately 800 feet to include the parking area at Forbes Playground.

This does not include lane closures, permits, or bonds.

Precise Locating Services equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

FEE: \$2,846.25

Exhibit A Cont.

PHASE 300 CONSTRUCTION PLANS

Prepare a final engineering site plan for the installation of stormwater inlets along 9th street and the modification of the 9th Street Park Pond to meet the requirements of the City of Mount Dora land development regulations and the regulations of the SJRWMD. Final Site Plan will include:

- Cover Sheet with Vicinity Map
- Geometry Plans
- Grading Plans
- Paving and Drainage Plans
- Paving and Drainage Details
- Erosion and Sediment Control Plans and Details
- Engineers estimate of probable costs

FEE: \$24,050.00

	Hours	Rate	
PE	50	\$145.00	\$7,250
Engineer Tech I	160	\$105.00	\$16,800
			\$24,050.00

PHASE 400 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMITTING

Prepare and submit St. Johns River Water Management District permit application. Prepare stormwater calculations and required exhibits. Attend meeting(s) with District as needed and respond to request for additional information (RAI) in order to receive permit.

FEE: \$7,900.00

	Hours	Rate	
PE	40	\$145.00	\$5,800
Engineer Tech I	20	\$105.00	\$2,100
			\$7,900.00

PHASE 500 CITY OF MOUNT DORA SITE PLAN APPLICATION

Prepare and submit City of Mount Dora Construction Plan permit application, attend Development Review Committee (DRC) meeting(s), and address staff review comments through plan revisions in order to obtain City of Mount Dora approval.

FEE: \$6,030.00

	Hours	Rate	
PE	30	\$145.00	\$4,350
Engineer Tech I	16	\$105.00	\$1,680
			\$6,030.00

Exhibit A Cont.

PHASE 600 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$6,030.00

	Hours	Rate	
PE	30	\$145.00	\$4,350
Engineer Tech I	16	\$105.00	\$1,680
			\$6,030.00

PHASE 700 CONSTRUCTION ADMINISTRATION

ENGINEER will advise and consult with OWNER, and act as one of its representatives during construction. ENGINEER will make visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the Construction Documents. ENGINEER shall attend project meetings led by the Contractor during construction, and will review and provide recommendations to submittals, shop drawings, results of tests and inspections and other information the contractor is required to submit. ENGINEER will also review Contractor's RFI and provide feedback to the OWNER and Contractor, as necessary. ENGINEER shall address OWNER's questions or concerns regarding Pay Requests and shall attend the Contractor's Substantial Completion and/or Final Completion Walk-through and provide inputs to the OWNER's punch list.

FEE: \$7,900.00

	Hours	Rate	
PE	40	\$145.00	\$5,800
Engineer Tech I	20	\$105.00	\$2,100
			\$7,900.00

PHASE 800 GEOTECHNICAL INVESTIGATION (ANDREYEV ENGINEERING, INC.)

The purpose of this geotechnical investigation and evaluation will be to assess the subsurface soil and groundwater conditions and provide aquifer parameters to assist with stormwater retention system modification design.

In order to assist with this geotechnical investigation and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill two (2) machine auger borings, to a depth of 20 feet below ground surface, within the existing stormwater retention area, for soil and groundwater evaluation.
- Drill two (2) machine auger borings, to a depth of 20 feet below ground surface, in the area upland of the existing pond, for soil and groundwater evaluation.
- Collect two (2) undisturbed tube samples, one (1) from within the existing pond and one (1) within the adjacent upland area, and conduct laboratory permeability testing on the

Exhibit A Cont.

undisturbed tube samples.

- Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater levels, and provide aquifer parameters to assist with stormwater retention system modification design.

FEE: \$4,439.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$2,000.00 (BUDGET, TO BE BILLED AT COST)

Exhibit B Sub-Contractors

1. None

Exhibit C Schedule

Upon issued notice to proceed, the estimated completion time is 60-75 business days.

Exhibit D

Compensation

Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SCHEDULE FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$16,240.00
PHASE 200	\$2,846.25
PHASE 300	\$24,050.00
PHASE 400	\$7,900.00
PHASE 500	\$6,030.00
PHASE 600	\$6,030.00
PHASE 700	\$7,900.00
PHASE 800	\$4,439.00
PHASE 9999	\$2,000.00
TOTAL	\$77,435.25

This proposal does not include:

1. Boundary Survey
2. Soil Boring Location and Elevation Survey
3. Monumentation of wetlands for Conservation Easement
4. Platting
5. Sketch and Descriptions for Conservation Easements
6. Tree Survey
7. As-built Survey
8. Off-site Utilities Design
9. Boat Dock and Ramp Design/Permitting
10. CADD support for environmentalist.
11. FEMA CLOMR
12. FEMA Map Amendment
13. NPDES Permitting
14. Bid Documents & Bidding
15. Conditional Use Permit
16. Earthwork Calculations
17. Rezoning
18. Land Use Changes
19. Franchise Utility Coordination
20. Conversion of AutoCad Files to any other format
21. Signing and Pavement Marking Plans
22. Written Specifications
23. Environmental Assessments

Exhibit D Cont.

24. Army Corp. of Engineers Dredge and Fill
25. Florida Fish and Wildlife Conservation Commission Permit
26. Wetland Flagging/Delineation
27. Landscape/Irrigation Plans
28. Hardscape, Walls, Entry Features
29. Lighting/Photometric Design
30. Electrical Controls for Lift Stations
31. Traffic Study / Impact Analysis
32. Retaining Wall Structural Design
33. Noise Study
34. Reimbursables to be billed based upon direct expense incurred by HALFF for blueprints, copies, mylars, reproductions, postage, etc.
35. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
36. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Kimley-Horn and Associates, Inc. for Professional Service Required by FDEP Consent Order

Introduction:

This is a request for City Council to approve a task authorization with Kimley-Horn and Associates, Inc. to perform certain professional services required under the Florida Department of Environmental Protection (FDEP) Consent Order #2023-0151.

Discussion:

The FDEP consent order requires that the City perform several tasks including, but not limited to, development of an odor control plan, an odor control study, an updated order control plan, and the submission of quarterly reports.

Budget Impact:

This task authorization is in the amount of \$174,053.00 to be paid out of GL#421-1940-536.31-01.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve a task authorization with Kimley-Horn and Associates, Inc. to perform certain professional services required under the Florida Department of Environmental Protection (FDEP) Consent Order #2023-0151.

Attachment(s):

1. Attachment #1 Reso No. 2018-170 Professional Consultant Agreement Pursuant to RFQ 18-PW-009 (Group A Civil Engineering for Water, Sewer,
2. Attachment #2 SIGNED.Consent Order, OGC No. 23-0151 from FDEP.11.07.2023
3. TaskAuthorizationForm-MountDora- OdorControl_SignedKH

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/14/2023
Approved - 12/14/2023
Approved - 12/14/2023
Approved - 12/14/2023
Final Approval - 12/14/2023

ATTACHMENT #1

RESOLUTION NO. 2018 -170

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATING TO THE APPROVAL OF PROFESSIONAL CONSULTANT AGREEMENTS PURSUANT TO RFQ 18-PW-009; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PURCHASING AUTHORIZATION; PROVIDING AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING 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, Florida issued RFQ 18-PW-009 for Professional Consultant Services; and

WHEREAS, the City Council approved final rankings for the proposals submitted in response to RFQ 18-PW-009 for Group "A" on August 21, 2018.

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 as legislative findings of the City of Mount Dora.

SECTION 2. Purchasing Authorization. The Mayor is hereby authorized to execute an agreement with each of the three top ranked firms under Group A – Civil Engineering (Water, Sewer, Reclaim Plants) for the provision of professional engineering ("on-call") services as set forth in **Composite Exhibit A** attached hereto.

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 of Mount Dora pertaining to RFQ 18-PW-009, Group "A", as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #1

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 of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 7. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

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

PASSED AND ADOPTED this 4th day of October, 2018.



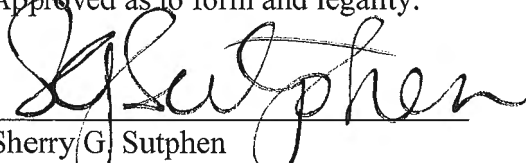
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN JOHNS
CITY CLERK

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



Sherry G. Sutphen
Interim City Attorney

ATTACHMENT #1

PROFESSIONAL CONSULTANT SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4th day of Oct, 2018, by and between Booth, Ern, Straughan & Hiott, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Robert A. Ern, Jr., P.E., Vice President (Name, Title)
Booth, Ern, Straughan & Hiott, Inc. (Company)
902 North Sinclair Avenue (Address)
Tavares, FL 32778 (City, State, Zip)
352-343-8481 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: 9/12/2018

Approved as to form & legality as to
City of Mount Dora only.

S. Sutphen
City Attorney
By: officio prior counsel

CONSULTANT

Booth, Ern, Straughan & Hiott, Inc.

By Robert A. Ern

As: Principal

Date: May 7, 2018

State of Florida
City of Tavares

SUBSCRIBED AND SWORN to before me this 7 day of May, 2018, by
Robert A. Ern, who is personally known to me to be the
Principal for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Lisa Jane Longtin
Notary Public, State of Florida
My Commission Expires: April 10, 2022

- Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES

**ATTACHMENT #1
HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
4 MAN FIELD CREW	\$195.00/HOUR
3 MAN FIELD CREW	\$155.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

ATTACHMENT #1

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.10
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$0.25
8 ½ x 14.....	\$0.25
11 x 17.....	\$0.45

Other Printing Services

24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$30.00

Other Services

Fax/Scan.....	\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...	@ cost
Concrete Monuments.....	\$11.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

ATTACHMENT #1

PROFESSIONAL CONSULTANT SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4th day of Oct, 2018, by and between CPH, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Rocco R. Nasso, P.E., Vice President (Name, Title)
CPH, Inc. (Company)
500 W. Fulton Street (Address)
Sanford, FL 32771 (City, State, Zip)
(407) 322-6841 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
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All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Date: 9/12/2018

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Approved as to form & legality as to
City of Mount Dora only.

City Attorney

By: 01/10 prior counsel

CONSULTANT

CPH, Inc.

By [Signature]

As: Vice President / Associate

Date: 05/03/2018

State of FLORIDA
City of SANFORD

SUBSCRIBED AND SWORN to before me this 3RD day of May, 2018, by
Rocco R. Nasso, P.E., who is personally known to me to be the
Vice President / Associate for the Firm, OR who produced the following
identification: _____

STAMP OR SEAL:



[Signature]
Notary Public, State of FLORIDA

My Commission Expires: 1-12-2021

- Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$135
Senior Architectural Manager	\$130
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural Coordinator	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH Standard Rates	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)		Plots (B&W)		Mileage		At Current IRS Rates	
8.5 x 11	\$0.05 Each	11 X 17	\$ 0.21 Each	Phone		At Cost	
8.5 x 14	\$0.10 Each	12 X 18	\$ 0.24 Each	Postage		At Cost	
11 x 17	\$0.20 Each	15 X 21	\$ 0.35 Each	Outside Reimbursables		At Cost	
		34 X 22	\$ 0.83 Each				
		24 X 36	\$ 0.96 Each				
		30 X 42	\$ 1.42 Each				
		36 X 48	\$ 1.92 Each				
Copies (Color)							
8.5 x 11	\$0.25 Each						
8.5 x 14	\$0.30 Each						
11 x 17	\$0.35 Each						
MyIars		Plots (Color/Bond)					
24 x 36	\$9.00 Each	24 x 36	\$24.00 Each				
32 x 42	\$13.00 Each	30 x 42	\$35.00 Each				
		36 x 48	\$48.00 Each				

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: March 5, 2018



ATTACHMENT #1

PROFESSIONAL CONSULTANT SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4 day of Oct, 2018, by and between Kimley-Horn and Associates, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT and the CITY OF MOUNT DORA, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

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For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Steve Romano, P.E., Project Manager (Name, Title)
Kimley-Horn and Associates, Inc. (Company)
189 S. Orange Avenue, Suite 1000 (Address)
Orlando, FL 32801 (City, State, Zip)
407 898 1511 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that 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 consultant does not transfer the records to the public agency.
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All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: 9/12/2018

Approved as to form & legality as to
City of Mount Dora only.

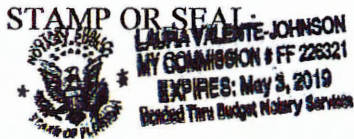
S. J. Sutphen
City Attorney
By: o/b/o prior counsel

CONSULTANT

Kimley-Horn and Associates, Inc.
By: [Signature]
As: Principal
Date: May 4, 2018

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 4 day of May, 2018, by
Jonathan Thigpen, P.E., who is personally known to me to be the
Principal for the Firm, OR who produced the following
identification: _____



[Signature]
Notary Public, State of FLORIDA
My Commission Expires: MAY 3, 2019

Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

ATTACHMENT #1

KIMLEY-HORN 2018 RATE SCHEDULE FOR THE CITY OF MOUNT DORA

The rates for services shall be based on the following hourly rate schedule per classification range:

Clerical	\$65 - \$85/hr
Technical	\$75 - \$130/hr
Professional	\$130 - \$175/hr
Sr. Professional	\$180 - \$250/hr
Sr. VP/Principal	\$235 - \$300/hr

Direct reimbursable expenses such as express delivery services, fees, air travel, and other expenses will be billed at 1.10 times cost.

An amount equal to 4.60% of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

All permitting, application, and similar project fees will be paid directly by the Client.



ATTACHMENT #2

**FLORIDA DEPARTMENT OF
Environmental Protection**

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 2, 2023

Crissy Stile, Mayor
City of Mount Dora
510 North Baker St
Mount Dora, FL 32757
stilec@cityofmountdora.com

Re: Mount Dora #2 James Snell WRF
DW Facility ID #FLA268542
OGC Case No: 23-0151
Lake County

Dear Mayor Stile:

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the referenced enforcement case. Please review this document and within 15 days of receipt, return a signed copy to the Department. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact David Smicherko at 407-897-7169 or via e-mail at David.Smicherko@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins".

Aaron Watkins, Director
Central District

Enclosure: Consent Order #23-0151

cc: Patrick Comiskey, City Manager comiskeyp@ci.mount-dora.fl.us
Patrick Brackins, Shepard, Smith, Kohlmyer & Hand, P.A. pbrackins@shepardfirm.com

ATTACHMENT #2

DEP vs. City of Mount Dora
Consent Order, OGC No. 23-0151
Page 1

BEFORE THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 23-0151
	)	
CITY OF MOUNT DORA	)	
_____	)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Mount Dora (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Mount Dora #2 - James Snell WRF, a 1.25 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity Modified Ludzak-Ettinger (MLE) oxidation ditch domestic wastewater treatment facility (Facility) and its wastewater collection system (Collection System). The Facility/Collection System is operated under Wastewater Permit No. FLA268542 (Permit), which was issued on December 23, 2016 and will expire on December 22, 2026. The Facility is located at 1850 SR-46 Mount Dora, FL 32757, in Lake County, Florida (Property). Respondent owns the Property on which the Facility is located.
4. The Department finds that the following violations occurred:

ATTACHMENT #2

a) Respondent failed to operate the Collection System in the Sullivan Ranch Subdivision in a manner to control objectionable odors. Odors were noted from the Collection System on September 15, 2022. This is in violation of Chapter 62-604.400(2)(c).

b) Respondent failed to operate the Facility in a manner to control objectionable odors. Odors were noted extending beyond the boundaries of the Facility on January 18, 2023, and on May 11, 2023. This is in violation of Chapter 62-600.400(2)(a), F.A.C.

5. A Compliance Evaluation Inspection conducted on April 21, 2023, noted the following violations:

- a) The influent composite sampler program was not set up to collect a 16-hour flow proportioned composite sample in violation of Chapter 62-600.660(3)(b), F.A.C.
- b) The sample volume for effluent composite sampler was less than the required 100 milliliters per aliquot, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 2400.
- c) The calibration of the HACH DR900 colorimeter was not being checked with primary standards. This check must be performed annually, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 2000
- d) The calibration verification of the HACH TL2300 turbidimeter was not recorded in the turbidimeter calibration logbook, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 1600.
- e) The calibrations of the continuous online turbidity analyzer and continuous online residual chlorine analyzer are not being performed at the frequency described in the approved reuse Operating Protocol, in violation of Chapter 62-610.463(2), F.A.C.
- f) Nutrient samples are not being preserved immediately after the last sample collection cycle of the effluent composite sampler, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 1000.

ATTACHMENT #2

- g) The Discharge Monitoring Reports (DMRs) are not being filled out correctly. Data reported on Part A and Part B of the DMRs for May and October 2022 and January 2023 do not match, in violation of Chapter 62-600.650(5) F.A.C.
- h) Documentation of the current calibration for the flow meters was not available at the time of the inspection, in violation of Chapter 62-620.350(1), F.A.C.
- i) There was no Operations and Maintenance Manual for the Collection System available for review at the time of the inspection, in violation of Chapter 62-604.500(4), F.A.C.

The Respondent has resolved the violations noted in Paragraphs 5.a-h.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

- a) Within 120 days of the effective date of this Order, Respondent shall submit to the Department an Odor Control Plan prepared by a professional engineer registered in the state of Florida, of the Facility and the Collection System in the Sullivan Ranch subdivision, to discover the cause or causes of the violation identified in paragraph 4 above.
- b) Within 15 days of the due date for submission of the Odor Control Plan in paragraph 6.a), Respondent shall initiate a 180-day Odor Control Study, conducted by a professional engineer registered in the state of Florida, to evaluate the Facility and Collection System, investigate potential causes or sources of odors, and mitigate odors on a daily basis. The Odor Control Study shall include at a minimum: monitoring at the points established in the approved Odor Control Plan and include the date, time,

location, air temperature, air pressure, wind speed and direction and a description of any odors detected during each monitoring event.

c) Within 120 days of completing the Odor Control Study, the Facility shall submit and obtain Department approval of, the results of the Odor Control Study and an Updated Odor Control Plan including necessary Facility and/or Collection System design modifications, prepared and submitted under seal by a professional engineer registered in the state of Florida, if such design modifications are required, to remedy the cause or causes of the violations identified in paragraph 4 above and ensure the Facility and Collection System will reliably function in compliance with all applicable rules.

d) Within 90 days of Department approval of the Updated Odor Control Plan in paragraph 6.c), Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 6.c), if such a permit is required. In the event the Department requires additional information to process the permit application, the Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

e) Within 365 days after issuance of the wastewater permit referenced in paragraph 6.d) above, or if no permit is required, within 180 days of the approval of the design modification(s) in paragraph 6.c), Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 6.c).

f) Within 30 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 6.c).

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g) Within 365 days of the effective date of this Order, Respondent shall submit an updated Operations and Maintenance Manual for the collection system to resolve the violation in paragraph 5.i), above.

h) Every calendar quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

7. Respondent's completion of all corrective actions required by paragraphs 6. a) through h) within the respective deadlines specified thereunder shall constitute full compliance with Rules 62-600 and 62-620, F.A.C.

8. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$9,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$9,250.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

9. In lieu of making cash payment of \$9,250.00 in civil penalties as set forth in Paragraph 8, Respondent may elect to off-set the amount of \$9,250.00 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this

ATTACHMENT #2

Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election within 60 days of the effective date of this Order. Within 30 days of the effective date of this Order, Respondent must pay a total of \$500.00 for costs and expenses incurred by the Department, during the investigation of this matter, and the preparation and tracking of this Order.

10. If Respondent elects to implement a P2 Project as provided in Paragraph 9, Respondent shall submit a completed P2 Project Plan (Plan) within 30 days of the effective date of this Order. The Plan must be completed using Exhibit A, "P2 Project Plan" template.

11. In the event the Department requires additional information to process the Plan described in Paragraph 10; Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

12. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

13. In lieu of making cash payment of \$9,250.00 in civil penalties as set forth in paragraph 8 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$13,875.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 60 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Consent Order.

ATTACHMENT #2

14. If Respondent elects to implement an in-kind project as provided in paragraph 13, then Respondent shall comply with all the requirements and time frames in Exhibit B entitled In-Kind Projects.

15. Except as set forth in paragraph 20 below, Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 6.a) through h) of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 16, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 8 of this Order.

16. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

17. Except as otherwise provided, all submittals and payments required by this Order shall be sent to DEP_CD@floridadep.gov, Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

19. In the event of a sale or conveyance of the Facility/Collection System or of the Property upon which the Facility/Collection System is located, if all of the requirements of this

ATTACHMENT #2

Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility/Collection System or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility/Collection System, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility/Collection System. The sale or conveyance of the Facility/collection System or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any good cause event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent may request an extension of the deadlines set forth in Paragraphs 6(a) – (h). Respondent shall have the burden of proving there is good cause for the delay, which was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's exercise of due diligence. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall promptly notify the Department and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended and the penalties set forth above in paragraph 15 shall not be imposed. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

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21. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

22. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically addressed in or resolved by this Order.

24. Respondent is fully aware that a violation of the terms of this Order may result in a civil action seeking the judicial imposition of damages, and civil penalties up to \$15,000.00 per day per violation.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order with respect to the matters addressed in paragraphs (4) and (5). Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

ATTACHMENT #2

28. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

29. Respondent shall publish the following notice in a newspaper of daily circulation in Lake County, Florida. The notice shall be published one time only within 10 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF MOUNT DORA pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the wastewater treatment activities at 1850 SR-46 Mount Dora, FL 32757. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's

ATTACHMENT #2

representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

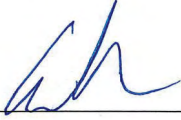
The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

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DEP vs. City of Mount Dora
Consent Order, OGC No. 23-0151
Page 12

FOR THE RESPONDENT:



Crissy Stile, Mayor

Nov 7, 2023
Date

-----FOR DEPARTMENT USE ONLY-----

DONE AND ORDERED this ____ day of _____, 2023, in
_____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director
Central

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Final clerked copy furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

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Exhibit A

P2 Project Plan (Plan)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects.*)

(Project Name)							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							

ATTACHMENT #2

Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

<i>Summary of All P2 Projects</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost:** (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.*)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is

ATTACHMENT #2

preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than six months to complete.*)

E. **Project Reporting:**

1. Within 90 days of approval of the Project Plan, the Respondent shall submit a P2 Project Progress Report to the Department that describes the Respondent's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.
2. Within 180 days of approval of the Plan, the Respondent shall submit to the Department a P2 Project Final Report that includes the following.
 - a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied.
 - b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.
3. The Department shall review the Final Report and determine:
 - a. Whether the project was properly implemented; and
 - b. Which expenses apply toward pollution prevention credits.
4. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.
 - a. The following costs are allowable to offset the allowable amount of the civil penalty:
 - i. Preparation of the P2 Project;
 - ii. Design of the P2 Project;
 - iii. Installation of equipment for the P2 Project;
 - iv. Construction of the P2 Project;
 - v. Testing of the P2 Project;
 - vi. Training of staff concerning the implementation of the P2 Project; and
 - vii. Capital equipment needed for the P2 Project.
 - b. The following costs shall not apply toward P2 credit:
 - i. Costs incurred in conducting a waste audit;
 - ii. Maintenance and operation costs involved in implementing the P2 Project;
 - iii. Monitoring and reporting costs;
 - iv. Salaries of employees who perform their job duties;
 - v. Costs expended to bring the facility into compliance with current law, rules and regulations;
 - vi. Costs associated with a P2 Project that is not implemented;
 - vii. Costs associated with a P2 Project that has not been approved by the Department; and
 - viii. Legal costs.
 - c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

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5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

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P2 Project Progress/Final Report (Report)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** *(Confirm that the Project(s) were implemented as originally described in the P2 Project Summary/Plan, or explain and justify any changes made. Summarize any changes made from the original description by revising details for equipment installed, materials substituted, and the actual changes made to processes or operations. Include any changed manufacturer or vendor information, and specifications.)*

B. **Environmental and Economic Benefits:** *(Confirm that the natures and types of resources, and wastes predicted to be effected in the original Summary/Plan, are unchanged. Describe and explain any notable changes in resources saved up front, or wastes reduced at back of affected processes, or operations. Specify the types and nature of each change. Update the original table, as applicable.)*

Insert the original table(s) from this Section of the Summary or Plan. Update information for any changed resource or wastes. *Correct numbers presented in the table(s) for any parameters actually monitored – only if results monitoring was included as part of implementation in the original Summary or Plan.)*

C. **Project Cost:** *(Include per Project the actual itemized, subtotal and project total costs realized for each element and component of the project – including any changed items or costs. The projected payback period in months or years needs to be confirmed or corrected.*

Provide a grand total cost for all Projects and an averaged projected payback period, for multiple Projects. **Use list or table format for all.)**

D. **Project Reporting:**

(Indicate both the dates the Project was started and completed. Confirm that the information presented in Sections A-C of the Plan is unchanged, or that sections have been changed appropriately. Provide a statement that the Project(s) was/were implemented successfully, and explanation of potential problems and corrections applied. Attach expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Projects.)

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Exhibit B

In-Kind Projects

I. Introduction

Proposal

- a. Within 60 days of the Respondent electing the In Kind Projects option, Respondent shall submit, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.
- b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.
- c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 9, within 30 days of Department notice.

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D. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, whichever is later, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department, then Respondent shall make cash payment of the civil penalties as set forth in paragraph 9 above, within 30 days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$9,250.00 penalty, no additional penalties shall be assessed under paragraph 4 for failure to complete the requirement of this paragraph.

ATTACHMENT #2

h. Within 15 days of completing the in-kind project, Respondent shall notify the Department, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$9,250.00, no additional penalties shall be assessed under paragraph 15 for failure to complete the requirements of this paragraph.

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Kimley-Horn and Associates, Inc.

(Contractor) and the City of Mount Dora, approved under Resolution 2018-170, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$ 174,053.00

Budget Account Number: 421-1940-536.31-01

City Project Manager: Johnny Reynolds

Contractor: Kimley-Horn and Associates, Inc.

Contractor Project Manager: Steve Romano, P.E.

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERED 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: James Klein

Signature: 

Date: 12/5/2023

Reviewed By:

Print: George Marek, P.E.

Signature: 

Date: 12/5/2023

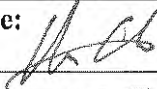
CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:

Hao Chaul Vice President

Signature:



Date:

12/05/2023

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

Project Understanding

The City of Mount Dora (“City”) previously implemented an odor control system at Wastewater Facility No. 2. Despite implementation of the system, odor complaints continue. On November 13, 2023, the City entered into a Consent Order with the Florida Department of Environmental Protection (“FDEP”) (CO #2023-0151) (“Consent Order”). The purpose of this project and its Scope of Work is to engage Kimley-Horn, under the parties’ existing continuing contract, dated October 4, 2018, to prepare and implement the identified requirements of Paragraph 6 of the Consent Order. As more particularly described below, the Scope of Work includes: (1) preparing an Odor Control Plan for the facility, located at 1850 SR-46, Mount Dora, FL 32757, and its wastewater collection system, generally located in the Sullivan Ranch Subdivision (§6(a)); (2) conducting a 180-day Odor Control Study based upon the Odor Control Plan to investigate potential causes or sources of odors and to mitigate same (§6(b)); (3) preparing an Updated Odor Control Plan based upon the results of the Odor Control Study, including any design modifications, to be scoped separately if necessary, to remedy the cause or causes of odors as identified in Paragraph 4 of the Consent Order (§6(c)); and (4) preparing quarterly reports to the FDEP containing all necessary information about the status and progress of the projects contemplated by the Consent Order. This Scope of Services is to develop and provide the services required to comply with the Consent Order for the Facility and the Collection System as defined in the Consent Order. The City is required to complete the tasks listed in (1) – (4) above within express deadlines as set forth in the Consent Order. Failure of the City to complete these tasks in the times provided in the Consent Order will result in civil penalties of \$1,000.00 per day. Kimley-Horn understands the significance of these deadlines for the City and by accepting this Task Authorization, will endeavor to complete the respective deadlines contained in the Consent Order.

Task 1: Odor Control Plan – Consent Order (CO) Paragraph 6(a) - 45 days from Notice to Proceed.

1. Kimley-Horn (KH) will compile and assess the odor logger data and collection system information provided by the City as a preliminary evaluation of the wastewater treatment facility site and collection system.
2. Kimley-Horn will utilize the previously performed Odor Control Report completed by KH in February 2023 along with the additional odor logger data to

develop an Odor Control Plan for the facility and Sullivan Ranch collection system. The Plan will include the following elements:

- a. an overview of the facility and collection system area;
- b. a summary of potential source(s) for the odor, and identification of improvements and monitoring completed to date;
- c. a protocol for continued odor monitoring at specific points in or around the facility and collection system, including specific sampling locations and frequency protocols, reflecting the date, time, location, air temperature, air pressure, wind speed and direction, as well as a description of any odors detected during each monitoring event;
- d. any additional monitoring instrumentation needs and requirements identified in the Odor Control Plan will be specified, quantified and amended to this contract as needed;
- e. operational procedures for sampling and recording data;
- f. provisions for responding to resident complaints;
- g. actions to be taken if elevated odors are detected during the monitoring period; and
- h. preparing procedures for conducting the required 180-day Odor Control Study to investigate potential causes or sources of odors.

3. This Odor Control Plan is intended to be an action plan for the 180-day Odor Control Study, describing the mitigation performed by City staff coupled with regular data reporting to better track things like odor sensing data, weather conditions such as wind speed and direction, and customer complaint data. This data is intended to be tracked at the treatment facility and in the collection system to best provide the data points required to ultimately determine the cause and source of the odors and a mitigation plan to address any identified problems.

4. Kimley-Horn will provide the draft Odor Control Plan to the City for their review and will conduct a draft review meeting with the City to gather input.

5. Kimley-Horn will incorporate any review comments into the final report, which will be sufficient to submit to FDEP to satisfy section 6a of the FDEP Consent Order.

6. Kimley-Horn will submit the report to FDEP and respond to up to one request for additional information (RAI) from FDEP to support acceptance of the plan to meet consent order requirements.

7. Deliverables:

a. Draft Odor Control Plan (to City) **within 45 days of the Notice to Proceed;** and

b. Submit the Final Odor Control Plan to FDEP and City **within 60 days of the Notice to Proceed.**

Task 2: 180-day Odor Control Study – Consent Order (CO) Paragraph 6(b) – Beginning w/in 15 days from submission of Final Odor Control Plan to FDEP and the City, and to be completed within 180-days therefrom.

1. Kimley-Horn will initialize a kickoff of the Odor Control Study within 15-days from its submission of the Final Odor Control Plan to FDEP, as set forth in Task 1, ¶ 7; and provide FDEP and the City with confirmation when the Odor Control Study begins;
2. Kimley-Horn will conduct a 180-day Odor Control Study in adherence with the FDEP approved Odor Control Plan to evaluate the facility and collection system, investigate potential causes, and mitigate odors on a daily basis;
3. The Odor Control Study will include the execution of the monitoring at the points established at the facility and collection system in the approved Odor Control Plan and will include the date, time, location, air temperature, air pressure, wind speed, direction, odor concentration, and description of any odors detected during each monitoring event;
4. Kimley-Horn staff will inspect, collect, monitor, and review the odor control data on a twice weekly basis;
5. Kimley-Horn shall purchase the odor logging equipment identified in the Odor Control Plan and will bill the City separately, at direct cost and separate from this task order, for the items identified. Odor logging equipment will be deployed and maintained by Kimley Horn staff in accordance with the FDEP approved Odor Control Plan. Weather related data can be sourced by a link to Weather Underground provided by the City. The City and Kimley-Horn will work together to provide quarterly updates and data regarding the Odor Control Study to FDEP and residents as identified in Task 4;
6. Kimley-Horn will provide a monthly update to the City of the odor control monitoring results and any mitigation actions taken by City staff.
7. Kimley-Horn will assist in response to public complaints based on the protocol established in the Odor Control Plan.
8. **Deliverables:**
 - a. Timely begin the Odor Control Study as set forth in paragraph 1, within 15-days from its submission of the Final Odor Control Plan to FDEP and the City; and
 - b. Provide the odor logging equipment as described in Task 2.5.
 - c. Complete the Odor Control Study in 180-days from its initiation; and
 - d. Providing regular updates to the City and FDEP as set forth above.

Task 3: Updated Odor Control Plan – Consent Order (CO) – Paragraph 6(c)
– 60 days from completion of the Odor Control Study.

1. **Within 60 days of completing the Odor Control Study**, and based on the results of same, Kimley-Horn will prepare an Updated Odor Control Plan. The Updated Odor Control Plan will include trends, explanation of changes and/or modifications, and exhibits displaying the results of the Odor Control Study.
2. Kimley-Horn will identify any necessary design modifications to the facility and collection system to remedy or mitigate any cause or causes of odors as reflected in paragraph 4 of the Consent Order.
3. Kimley-Horn will prepare an Updated Odor Control Plan Update to present a summary of the findings of the Odor Control Study, including a preliminary description of any Facility and/or Collection System design modifications that are needed for compliance with the Consent Order. The recommendations for improvements will include a description, general process flow, preliminary layout, and engineer's opinion of probable cost.
4. Upon City approval of any proposed Facility and/or Collection System design modifications, KH will submit a separate fee proposal to perform the design, prepare construction documents, and permits as necessary to comply with the Consent Order requirement Items 6(d), 6(e), and 6(f). If such design modifications and new construction are required, the parties understand that same will require, at a minimum a separate fee proposal and task authorization.
5. Since the City is required to submit engineered design modifications to FDEP within 120-days of completing the Odor Control Study, Kimley-Horn shall notify the City, in writing, as soon as it appears such design modifications may be required so that the City and Kimley-Horn can timely notify FDEP. This notice, if necessary, shall be made as soon as possible, but must be made before the 60-days to complete the Update Odor Control Plan contemplated hereunder.
6. Kimley-Horn will submit the draft Updated Odor Control Plan to the City for its review and comment within 60-days. Kimley-Horn will then incorporate the City's feedback and submit the final Updated Odor Control Plan to FDEP including the Facility and/or Collection System design modifications for approval within 120-days of the completion of Task 2.
7. Kimley-Horn will respond to up to one RAI from FDEP, within 60 days of completion of the Odor Control Study.
8. **Deliverables:**

- a. Draft and submit an Updated Odor Control Plan to the City within 60 days from completion of the Odor Control Study;
- b. Promptly notify the City prior to the submission of the Updated Odor Control Plan if it appears that facility or collection system design modifications and new construction will be necessary; and
- b. Prepare and submit Final Updated Odor Control Plan Update to FDEP no later than 120-days from the date the Odor Control Study is completed.

Task 4: Quarterly Odor Control Updates to FDEP – Consent Order (CO) – Paragraph 6(h) – beginning fourth quarter 2023.

1. Kimley-Horn will compile and assess the odor logger data provided by the City to identify trends, outliers, and other quantitative assessments of the data to support the effectiveness of the newly installed odor control system.
2. On a quarterly basis for a term consisting of ten periods, Kimley-Horn shall prepare a written report to FDEP, containing information about the status and progress of projects being completed under the Consent Order, information about compliance or noncompliance with the applicable requirements of the Consent Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These quarterly reports shall also include a projection of the work the City will perform pursuant to this Consent Order during the 12-month timeframe which will follow the quarterly report.
3. Kimley-Horn will provide the draft report to the City for their review in advance of its submission of the quarterly report to FDEP and will incorporate any review comments into the final quarterly reports, which will be sufficient to make a timely submittal to FDEP to satisfy the requirements of paragraph 6(h) of the Consent Order.
4. **Deliverables:**
 - a. Timely submit Quarterly Reports to FDEP – 10 reports estimated; and
 - b. Continuing to provide draft quarterly reports to the City for review and comment two weeks in advance of the deadlines to submit same.
 - c. Promptly notifying the City in writing prior to the quarterly report deadline if there is any reason, beyond Kimley-Horn's reasonable control, why the quarterly report will not be timely submitted to the City and FDEP.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Additional services that are not provided in this scope include:

- a. Actual design, permitting, and construction of additional odor control improvements that may be needed for the facility and/or the collection system.
- b. Any additional responses to requests for additional information (RAI) from FDEP.
- c. Any quarterly reports required after the first ten quarterly reports.
- d. Any odor logging equipment or materials which need to be purchased are outside of the scope of this contract, but can be purchased and invoiced at direct cost upon written request from the City.

Meeting FDEP Consent Order Deadlines

Compliance with FDEP performance deadlines contained in the Consent Order and identified above are expressly incorporated into the terms of this task authorization. Completing identified tasks in advance of those deadlines is a material term of this contract, agreement, and/or task authorization, and Kimley-Horn's ability to meet said deadlines is a material reason why the City has agreed to utilize Kimley-Horn under its continuing contract rather than put this work out for a competitive bid. For any Consent Order deadlines which are missed through Kimley-Horn, its employees, agents, contractors, suppliers, and/or its subcontractor's sole negligence or failure to perform, Kimley-Horn shall indemnify, hold harmless and/or reimburse the City for any civil penalties imposed by FDEP as a result of such delays, up to a maximum of \$20,000 total. If it appears that Kimley-Horn will or may miss any deadline referenced herein, for any reason, Kimley-Horn shall promptly notify the City in advance, in writing, including all reasons therefore and any data or information explaining same, and the City will promptly notify FDEP and seek an extension of said deadline under Paragraph 20 of the Consent Order. If the deadline is missed without an extension, the sole cause of same is Kimley-Horn, its employees, agents, contractors, suppliers and/or its subcontractors, and civil penalties are assessed against the City by FDEP, then Kimley-Horn agrees to indemnify, hold harmless, and reimburse the City for said amounts up to a maximum of \$20,000.

Exhibit B – Sub-Contractors

None.

Exhibit C – Schedule

Kimley-Horn will complete the tasks at the below schedule:

Task	Completion Date
1 Odor Control Plan	Within 45 days of NTP
2 Odor Control Study	Begins within 15-days of submission of the Odor Control Plan; Completed within 180-days of initiation
3 Updated Odor Control Plan	To the City within 60 days from the completion of the Odor Control Study; To FDEP within 120 days from the completion of the Odor Control Study
4 Quarterly Update	Every calendar quarter beginning in the the fourth quarter of 2023.

Exhibit D – Compensation

Kimley-Horn shall provide the services described for the total lump sum fee of \$174,053.

Task	Fee
1 Odor Control Plan	\$31,997
2 Odor Control Study	\$62,854
3 Updated Odor Control Plan	\$32,865
4 Quarterly Update	\$46,338
Total:	\$174,053

Lump sum fees will be invoiced based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Capital Replacement of Firefighter Personal Protective Equipment

Introduction:

This is a request for City Council to approve Requisition # 24-2451, purchase of Fire Fighting Personal Protective Equipment (PPE). This is a Capital Replacement of aging Personal Protective Equipment for our firefighters. It also includes PPE for (2) new hired firefighters.

Discussion:

This is a request to approve the purchase of a (14) sets of Fire Fighting PPE. This purchase is part of the Fire Departments Capital Replacement Program of aging PPE and for (2) new hired firefighters. This PPE is used daily by firefighters during responses to fires, motor vehicle accidents, hazardous material responses, and other firefighting related duties. This PPE will give our firefighter the protection while meeting the most current industry standards in PPE.

Budget Impact:

Approved Capital Outlay in GL # 131-5555-580.64-01 in the amount of \$75,000.

Strategic Impact:

Public Safety – Fire

Recommendation:

City Council approve Requisition # 24-2451, Capital Replacement purchase of Fire Fighting Personal Protective Equipment (PPE), including PPE for (2) new hired firefighters.

Attachment(s):

1. Attachment #1: Ten8 PPE Quote
2. Attachment #2: Ten8 PPE Quote 2
3. Attachment #3: Purchase Req No. 24-2451

Prepared by:	HOUSE, ANGELA F	HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Joseph Hightower, Fire Chief		Approved - 12/4/2023
	Aneta Barton, Budget Director		Approved - 12/7/2023
	Jeanann Hand, City Clerk		Approved - 12/7/2023
	Patrick Comiskey, City Manager		Final Approval - 12/13/2023

ATTACHMENT #1



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF MOUNT DORA

510 N. BAKER STREET

MOUNT DORA FL 32757
USA

Original

QUOTATION

Quote Number	Document Date	Page
231018543	10/18/23	1/1
Customer No.	Federal Tax ID - Business Partner	
C00662	45-18-022121-54C	
PO Number	.	
Sales Employee	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Document Owner	Email	
Pike, Cory R	cpike@ten8fire.com	
Delivery Address		

CITY OF MOUNT DORA

1250 NORTH HIGHLAND

MT DORA FL 32757

Description	Quantity	UoM	Vendor	Price	Total
2500 L XTRICATION GLOVE, LARGE, YEL	37	PR	SHELBY GROUP INTERNATIONAL INC	59.33	2,195.21
7877K-L KANGAROO SKIN GAUNTLET STYLE L	37	EA	VANGUARD	118.90	4,399.30
1201420-10M GLOBE SUPREME 14" PULL ON NFPA BOOT 10M	15	PR	GLOBE MANUFACTURING	558.05	8,370.75
39708-00-194071 BARRIAIRE GOLD - ELITE PRO COMPREHENSIVE COVERAGE	37	EA	PGI, INC	115.85	4,286.45
PRICED PER LAKE CO. CONTRACT #22-730K EXPIRES 07/31/2025					
Shipping and freight charges TBD					

Shipping: Ground

Subtotal:	\$ 19,251.71
Freight:	\$ 75.99
Total Before Tax:	\$ 19,327.70
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 19,327.70

Valid Until: **11/18/2023**

ATTACHMENT #2



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF MOUNT DORA

510 N. BAKER STREET

MOUNT DORA FL 32757
USA

Original

QUOTATION

Quote Number	Document Date	Page
231018495	10/17/23	1/1
Customer No.	Federal Tax ID - Business Partner	
C00662	45-18-022121-54C	
PO Number		
1		
Sales Employee	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Document Owner	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Delivery Address		

CITY OF MOUNT DORA

1250 NORTH HIGHLAND

MT DORA FL 32757

Description	Quantity	UoM	Vendor	Price	Total
EQUIPMENT Mt. Dora Fire Chief Coat	1	EA	CAPITAL ONE	1,692.70	1,692.70
EQUIPMENT GLOBE CLASSIX METRO COAT MT DORA SPEC	14	EA		1,955.94	27,383.16
EQUIPMENT GLOBE GPS PANT MT DORA SPEC	14	EA		1,898.45	26,578.30
PRICED PER LAKE COUNTY CONTRACT #22-730K, EXPIRES 7/31/2023					

Shipping:

Subtotal:	\$ 55,654.16
Total Before Tax:	\$ 55,654.16
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 55,654.16

Valid Until: **11/17/2023**

Purchase Requisition No 24-2451

Requested Date11/20/2023

DepartmentFIRE

Required Date

Requested ByHouseA

Preferred Vendor002232

TEN-8 FIRE EQUIPMENT

Address2904 59TH AVENUE DR. EAST

BRADENTON, FL 34203

Req. DescriptionREPLACEMENT BUNKER GEAR

Qty.	Description	GL Number 1	Unit Price	Amount
1	REPLACEMENT BUNKER GEAR	131-5555-580.64-01	74,981.86	74,981.86
Total:				74,981.86



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Amendment 1 to the Construction Manager At Risk (CMAR) Agreement with Ajax Building Company LLC for acceptance of Guaranteed Maximum Price (GMP) for the construction of Mount Dora Public Works Facility

Introduction:

This is a request for City Council to approve Amendment 1 to the Construction Manager At Risk (CMAR) Agreement with Ajax Building Company LLC for acceptance of the guaranteed maximum price (GMP) for the construction of Mount Dora Public Works Facility.

Discussion:

In 2018, the City of Mount Dora, recognizing the need to construct a permanent replacement for Mount Dora Public Works Complex, sought bond funding for the public works facility project. The old public works facility which was located at Highland and Lincoln had served its useful life and was not able to house employees due to safety concerns. The new Public Works site is located on the north side of Limit Avenue just west of Mount Dora Water Treatment Plant 1.

Architects Design Group (ADG) was selected as the project's architect by an evaluation committee (RFQ 19-PW-027) and approved by City Council on August 20, 2019, with final agreement approved by City Council on February 4, 2020, via Resolution 2020-17. Ajax Building Company was selected as the project's Construction Manager at Risk (CMAR) by an evaluation committee (RFQ 19-PW-036) and approved by City Council on February 4, 2020, with final agreement approved by City Council on April 7, 2020, via Resolution 2020-23.

City staff subsequently embarked on a design of the Public Works Facility which only included phase 1 of the design. On March 1, 2022, City Council approved Amendment 2 to the agreement which comprised the Phase 2 design and engineering proposal consisting of a warehouse, field operation area, and equipment/material storage area. The facility was to be co-located with the new fire station 34 on the Limit Ave site. At the October 18, 2022 work session, Council directed staff to construct a new Public Works Facility without the fire station on Limit Avenue property and the addition of administration offices for Electric, Public Works, and Water/Wastewater. On January 3, 2023, Council approved Amendment 3 to the ADG

Professional Services Agreement authorizing the new design and engineering to include the new scope for Mount Dora Public Works Facility.

The last estimate City Council received on August 1, 2023, was based on the project design at 60% complete. The GMP is based on the final design with 100% design complete. The final design includes additional site work, site improvements and more attractive exteriors to integrate with the surrounding residential neighborhoods. The final design provided for a low maintenance facility that will serve the City of Mount Dora for many years to come.

Through the development of the engineering and guaranteed maximum price (GMP), staff worked with ADG and Ajax to directly procure the pre-engineered metal building, the HVAC system, and generator. This helps avoid scheduling delays and price increases, as well as realize sales tax savings (Resolution No. 2023-29 was approved by the Council on August 1, 2023).

On October 18, 2023, the Site Plan for Mount Dora Public Works Facility was presented to the Mount Dora Planning and Zoning Commission and received unanimous approval. See Attachment 1

Ajax presents the Guaranteed Maximum Price (GMP) in the total amount of \$26,998,532 for construction of Mount Dora Public Works Facility. This includes the early equipment purchase of critical items in the amount of 5,124,924 that was already approved. The remaining amount is \$21,873,617. Upon approval, construction mobilization will begin in February 2024 and anticipated owner occupancy is March 2025.

Budget Impact:

Funding for this project is included in the FY 2023-24 budget utilizing bond proceeds and ARPA funds. An additional \$6,000,000 bank loan will be needed to complete the funding. Construction of Mount Dora Public Works Facility is funded in the following GL line: 500.5555.580-063.01.

Strategic Impact:

Goal 2: Infrastructure / Public Works

Recommendation:

City Council approve Amendment 1 to the CMAR Agreement with Ajax for acceptance of the Guaranteed Maximum Price for construction of the Mount Dora Public Works Facility.

Attachment(s):

1. ATTACHMENT 1 PZC Submittal New Public Works Facility
2. 23.12.05 Mount Dora PW GMP02 (003)
3. Amendment 1 with Exs A and B

Prepared by: Steve Langley, Electric Utility Director
Reviewed by: Steve Langley, Electric Utility Director
Aneta Barton, Budget Director
City Attorney, City Attorney

Approved - 12/11/2023
Approved - 12/12/2023
Approved - 12/14/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/14/2023
Final Approval - 12/14/2023



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: October 18, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler Senior Planner

RE: **Request for Site Plan; City of Mount Dora Public Works Complex;** 401 Limit Avenue (Site Address); North of Limit Avenue and east side of Donnelly Street (General Location); City of Mount Dora (Property Owner); Steve Langley, Department of Public Works (Applicant); Shaw Eaton, PE and Paul E. Ina, P.E, CMT, Inc. (Engineers); Jonathan Daniels, RLA, Castle Bay Design and Studio (Landscape Architect); Selene Ramirez-Barragan, Architects Design Group (Architect). Project No. SP23-09

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the above-referenced site plan with conditions. Approval is subject to satisfactorily addressing engineering requirements prior to issuance of the City Development Permit.

REFERENCES/SUPPORT:

Section 5.1 *LDC*

SITE SUMMARY:

Owner:	City of Mount Dora
Applicant:	City of Mount Dora Public Works Department; Steve Langley
Engineer:	CMT Inc.; Shaw Eaton, PE and Paul E. Ina, P.E
Architect:	Architects Design Group; Selene Ramirez-Barragan
Existing Use:	Vacant Land
Proposed Use:	Public Works Facility and Complex
Future Land Use:	Public Lands and Institutions (PLI)
Zoning:	Public Lands and Institutions (PLI)
Overlay Zones:	Northeast Community Redevelopment Area (NECRA)
Max. Building Height:	35'
Proposed Building Height:	34'-10.5"
Proposed Building Size:	77,553-sf
Site Area:	768,818.68-sf (17.65-ac)

SURROUNDING PROPERTY TABLE:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	High Density	PUD	Waterman Village (Senior Living)
South	City	Medium Density	R-2	Residential, Single-Family Dwelling Units
East	County	PUD	PUD	Mount Dora Groves (South) (Under Review)
West	City	High Density	PUD	Inspire Donnelly Woods (Senior Living)

STAFF ANALYSIS:

The City of Mount Dora Public Works Department submitted an application request proposing the construction of a Public Works Facility complex including an operations/inventory warehouse, covered materials storage building, covered asset storage, a laydown yard and work/staging area, storm water management facilities, and separate parking for staff and visitors. The parcel is generally located north of Limit Avenue and west of Donnelly Street, and is owned by the City of Mount Dora.

The subject property is approximately 18.31 acres. The attached site plan shows a 29,010-sf administration building, 14,075-sf of material storage buildings, and 30,000-sf of asset storage structures on approximately 17.65 acres, adjacent to the existing water treatment plant.

The site will be accessed off of Limit Avenue secondary access once Grandview Street is extended as part of the adjacent development. The City has had close coordination with the surrounding developments as to the proposed redesign of Limit Avenue, a county-maintained road, and the North Grandview Street extension to ensure adequate right-of-way design to include traffic and pedestrian circulation.

Parking is provided consistent with the LDC Section 6.5, *Parking and loading areas*. The LDC requires one (1) parking space per one-thousand (1,000) square feet of gross floor area. The site plan application proposes approximately 10,715 square feet for warehousing and 18,304 square feet of administrative/offices. The LDC requires a total of seventy-two (72) parking spaces for the proposed use, the site plan proposes a total of one-hundred and twenty (120) and three (3) ADA-compliant parking spaces for staff and public use.

A photometric plan was provided with the site plan application. The photometric plan demonstrates the lighting will be arranged so as to not create a hazard or nuisance to traffic or adjacent properties. The lighting fixtures proposed will complement the area and be architecturally similar to the lighting that currently exists along Grandview Street.

A landscaping plan was provided with the site plan application. The proposed development will remove the existing citrus groves and will impact the existing trees planted on the property. The landscaping plan provided demonstrates the total caliper inches of trees removed from the site will be replaced back on site. The plan proposes to remove and replant three-hundred and twenty-two (322) caliper inches; the trees planted in the required landscape buffer are not used in the replacement calculations and have been proposed to be planted elsewhere within the project site. The landscape plan consistent with the City's Land Development Code.

ATTACHMENTS:

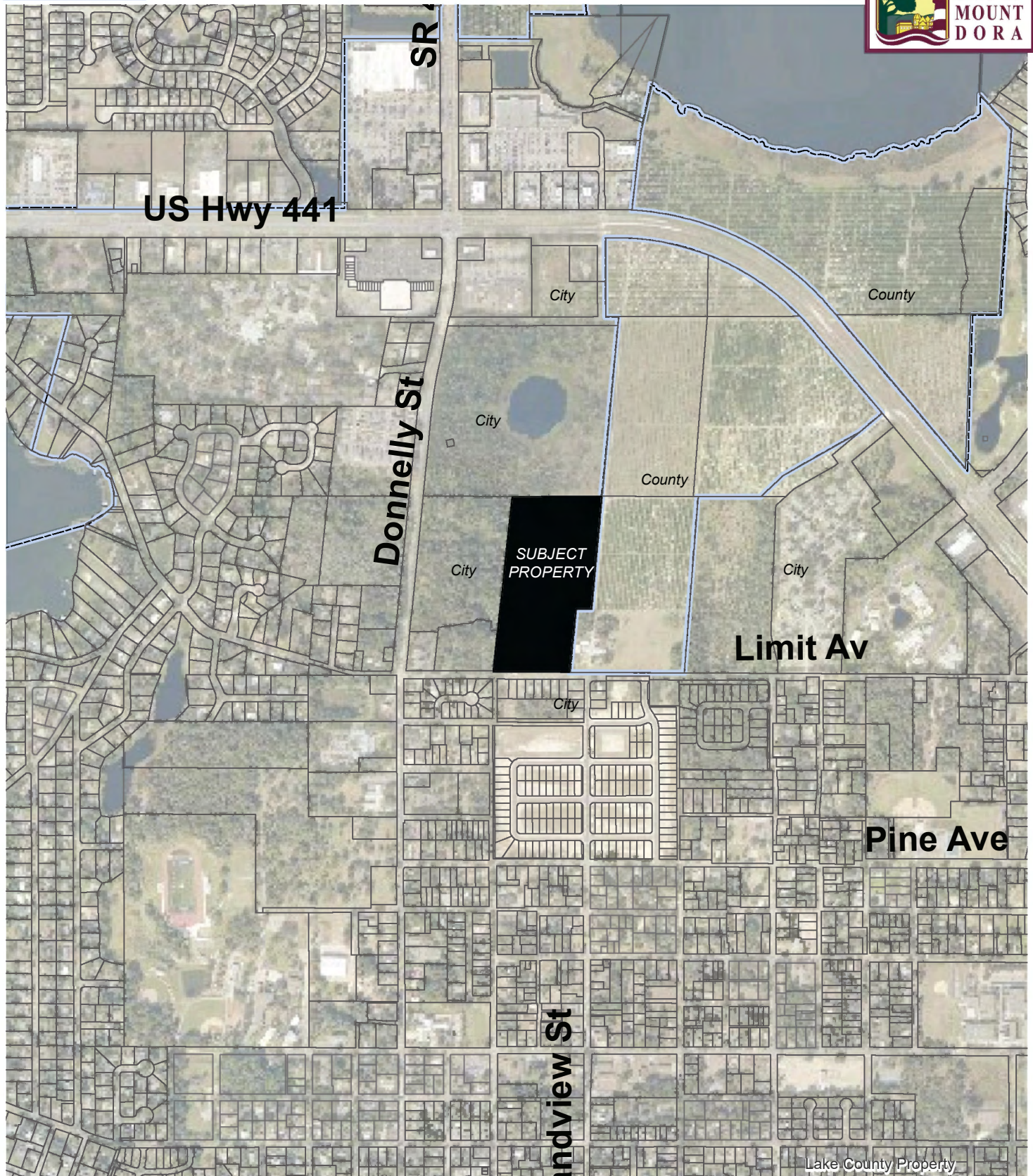
Vicinity Map
Elevations
Site Plan
Landscape Plan
Application

VICINITY MAP

Legend

-  Subject Property
-  City Limits

N



1047
0.1000 - 41.08

MATERIAL LEGEND

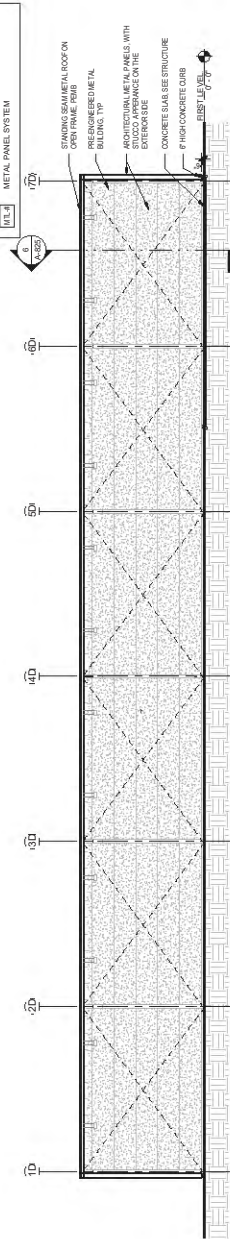
	METAL PANEL MTL-5 VINTAGE PRUDEN, 78" TEXTURE CLAD 20ga COLOR: COOL SERRA TAN
	METAL PANEL MTL-6 VINTAGE PRUDEN, 78" TEXTURE CLAD 20ga COLOR: COOL SERRA TAN
	METAL PANEL MTL-7 VINTAGE PRUDEN, 78" TEXTURE CLAD 20ga COLOR: COOL SERRA TAN
	METAL PANEL MTL-8 VINTAGE PRUDEN, 78" TEXTURE CLAD 20ga COLOR: COOL SERRA TAN

OTHER BASIS OF DESIGN

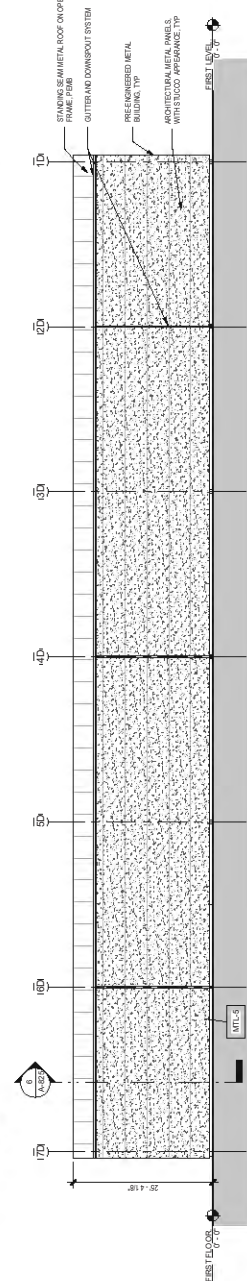
ROOF SYSTEM BUILDINGS A AND B VINTAGE PRUDEN, GALVALUME SR, 2" TRAPEZOIDAL FROM THERMAL DESIGN (MTF) COLOR: ACRYLIC COATED GALVALUME
ROOF SYSTEM BUILDINGS C, E AND F VINTAGE PRUDEN, SR, METAL ROOF PANELS OVER OPEN FRAMES COLOR: ACRYLIC COATED GALVALUME

SYMBOL LEGEND

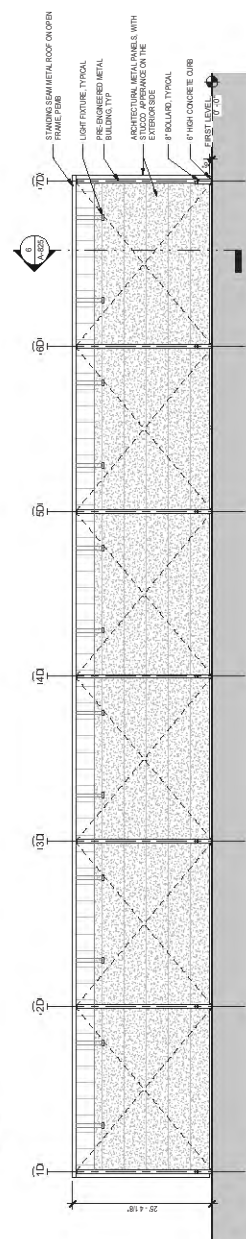
	DOOR SYSTEM
	METAL PANEL SYSTEM



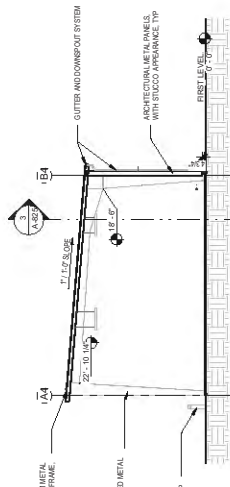
3 SECTION A
3/32" = 1'-0"



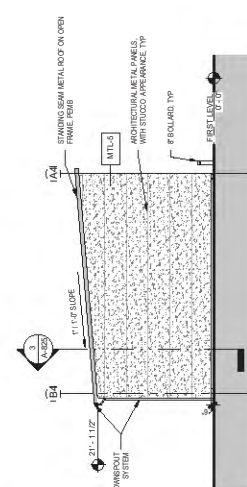
2 BUILDING D - EAST ELEVATION
3/32" = 1'-0"



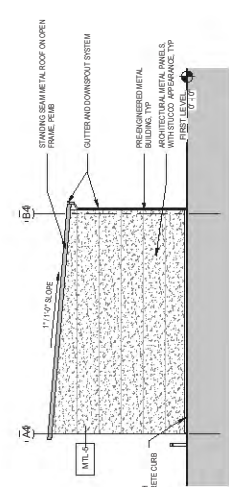
1 BUILDING D - WEST ELEVATION
3/32" = 1'-0"



6 SECTION B
3/32" = 1'-0"

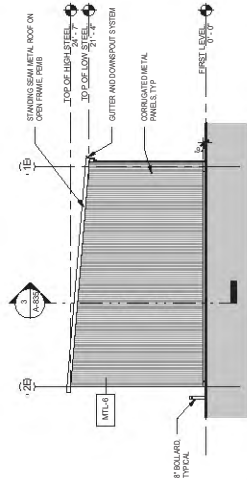


5 BUILDING D - NORTH ELEVATION
3/32" = 1'-0"

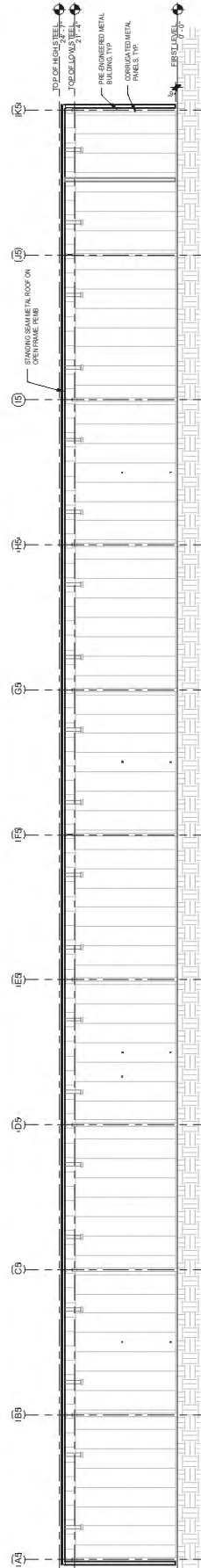


4 BUILDING D - SOUTH ELEVATION
3/32" = 1'-0"

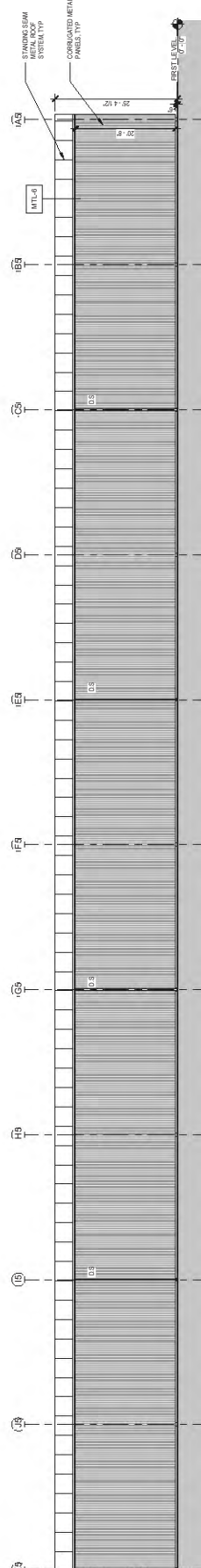
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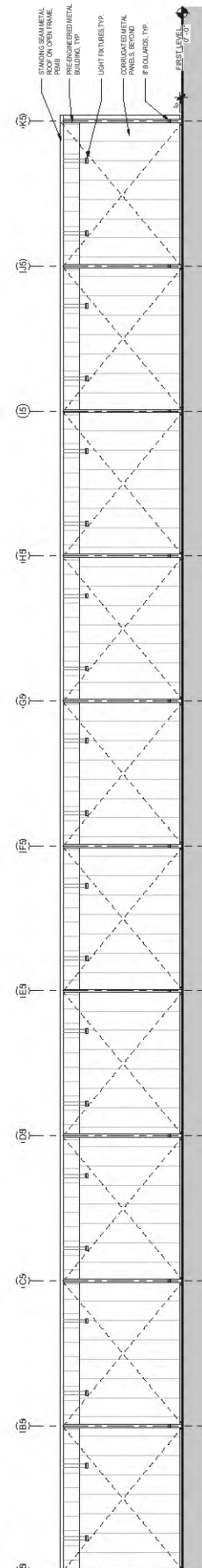
4 BUILDING E - SIDE ELEVATION
3/32" = 1'-0"



3 BUILDING E - SECTION 1
3/32" = 1'-0"

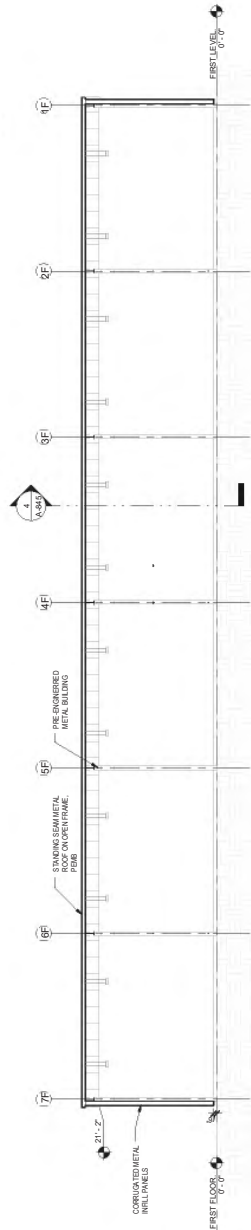


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3/32" = 1'-0"

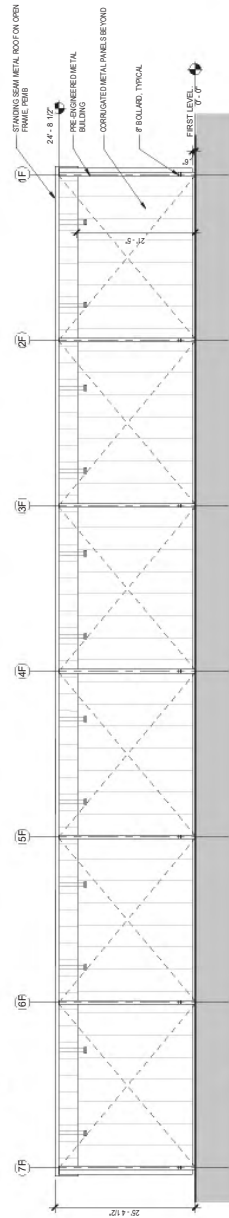


1 BUILDING E - SOUTH ELEVATION
3/32" = 1'-0"

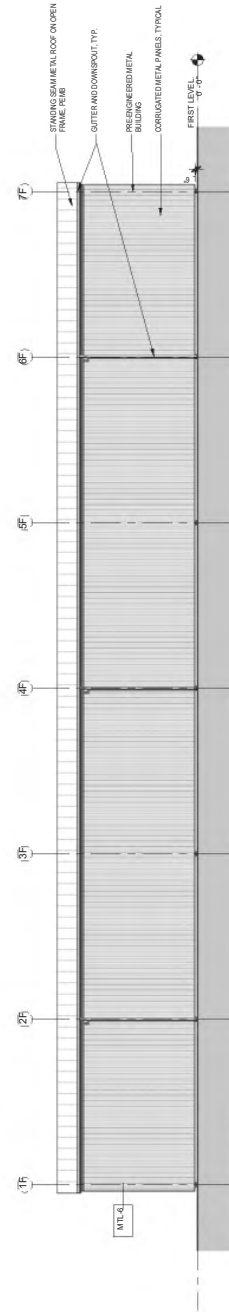
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	METAL PANEL MATERIAL 2: VARGO PRUDEN, 78" TEXTURE CLAD 204, EXTERIOR FINISH, MATTE TUCO LOOK, COLOR: COOL SIERRA TAN
	METAL PANEL MATERIAL 3: VARGO PRUDEN, 78" TEXTURE CLAD 204, EXTERIOR FINISH, MATTE TUCO LOOK, COLOR: COOL SIERRA TAN
OTHER BASE OF DESIGN:	
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
	VARGO PRUDEN GALVALUME SSR, 3" TRIANGULAR, SEAMLESS, 16 GAUGE, 16 GAUGE, 16 GAUGE, FROM THERMAL DESIGN MFR.
SYMBOL LEGEND	
	DOOR SYSTEM
	METAL PANEL SYSTEM



3 SECTION A
332' x 1'-0"



2 BUILDING F - EAST ELEVATION
332' x 1'-0"



1 BUILDING F - WEST ELEVATION
332' x 1'-0"



FRONT VIEW



STREET VIEW FROM S-E CORNER



VIEW FROM LOADING DOCK AREA



STREET VIEW FROM S-W CORNER



PERSPECTIVE VIEW FROM FUTURE 'GRANDVIEW STREET'

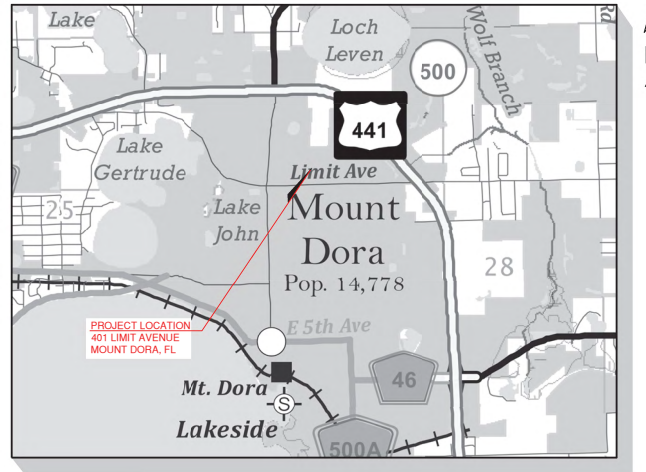


STREET VIEW FROM FUTURE 'GRANDVIEW STREET'

CONSTRUCTION PLANS FOR PUBLIC WORKS FACILITY FOR THE CITY OF MOUNT DORA, FLORIDA

Addendum #1 Issue Date 10/18/2023

Sheet List Table	
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C-4	Site Geometry Plan
C-5	Pre-Development Drainage Plan
C-6	Post-Development Drainage Plan
C-7	Paving, Grading and Drainage Plan
C-8	Details - Mt. Dora
C-9	Details - Mt. Dora
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C-13	Maintenance of Traffic Details
C-14	Erosion Control Details
C-15	Utility Plan - Water
C-16	Utility Plan - Sewer
C-17	Utility Plan- Pump Station Site
C-18	General Utility Details - Mt. Dora
C-19	General Utility Details - Mt. Dora
C-20	General Utility Details - Mt. Dora
C-21	Potable Water Details - Mt. Dora
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C-23	Potable Water Details - Mt. Dora
C-24	Potable Water Details - Mt. Dora
C-25	Reuse Water Details - Mt. Dora
C-26	Sanitary Sewer Details - Mt. Dora
C-27	Sanitary Sewer Details - Mt. Dora



VICINITY MAP
1" = 2000'

UTILITIES:

CENTURYLINK
1325 BLAIRSTONE RD.
RM 113
TALLAHASSEE, FL 32301
P: (850) 599-1444

CITY OF MOUNT DORA FIBER UTILITY
900 N. DONNELLY ST.
MOUNT DORA, FL 32757
P: (352) 735-7151 (EXT. 1823)

COMCAST CABLE
5934 RICHARD ST.
JACKSONVILLE, FL 32216
P: (904) 738-6898

UTILITIES:

DUKE ENERGY
1150 GREENWOOD BLVD.
LAKE MARY, FL 32746
P: (407) 629-1010

DUKE ENERGY
299 1ST AVE. N.
PEF10-4
ST. PETERSBURG, FL 33701
P: (727) 820-5208

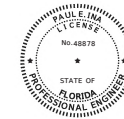
FLORIDA GAS TRANSMISSION COMPANY
2405 LUCIEN WAY
SUITE 200
MAITLAND, FL 32751
P: (407) 838-7171

UTILITIES:

SUMMIT BROADBAND
4558 SW 35TH ST.
ORLANDO, FL 32811
P: (407) 996-1183

TECO PEOPLES GAS-EUSTIS
8416 PALM RIVER RD.
TAMPA, FL 33619
P: (813) 275-3783

APPROVED BY:



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Digitally signed by Paul E Ina
Date: 2023.10.06 08:57:55 -0400

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Project No. 1073
Revision: 01/15/2023
Adendum #1 - 01/15/2023

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DOCUMENTS

Issue Date:
01/15/2023

Drawn by:
WDL

Checked by:
PE

Project Name:
Site Geometry Plan

Project No.
1073

Revisions:
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C-4



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Do not scale the drawings, verify all dimensions and details on the ground. The Architect hereby represents and warrants that the drawings and design herein shall be used for the purposes intended and in accordance with the applicable laws and regulations. The Architect's liability is limited to the design and construction of the project.

Mount Dora Public Works

401 Limit Avenue, Mount Dora, FL

Project No.
1073

Revisions:

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09/15/2023

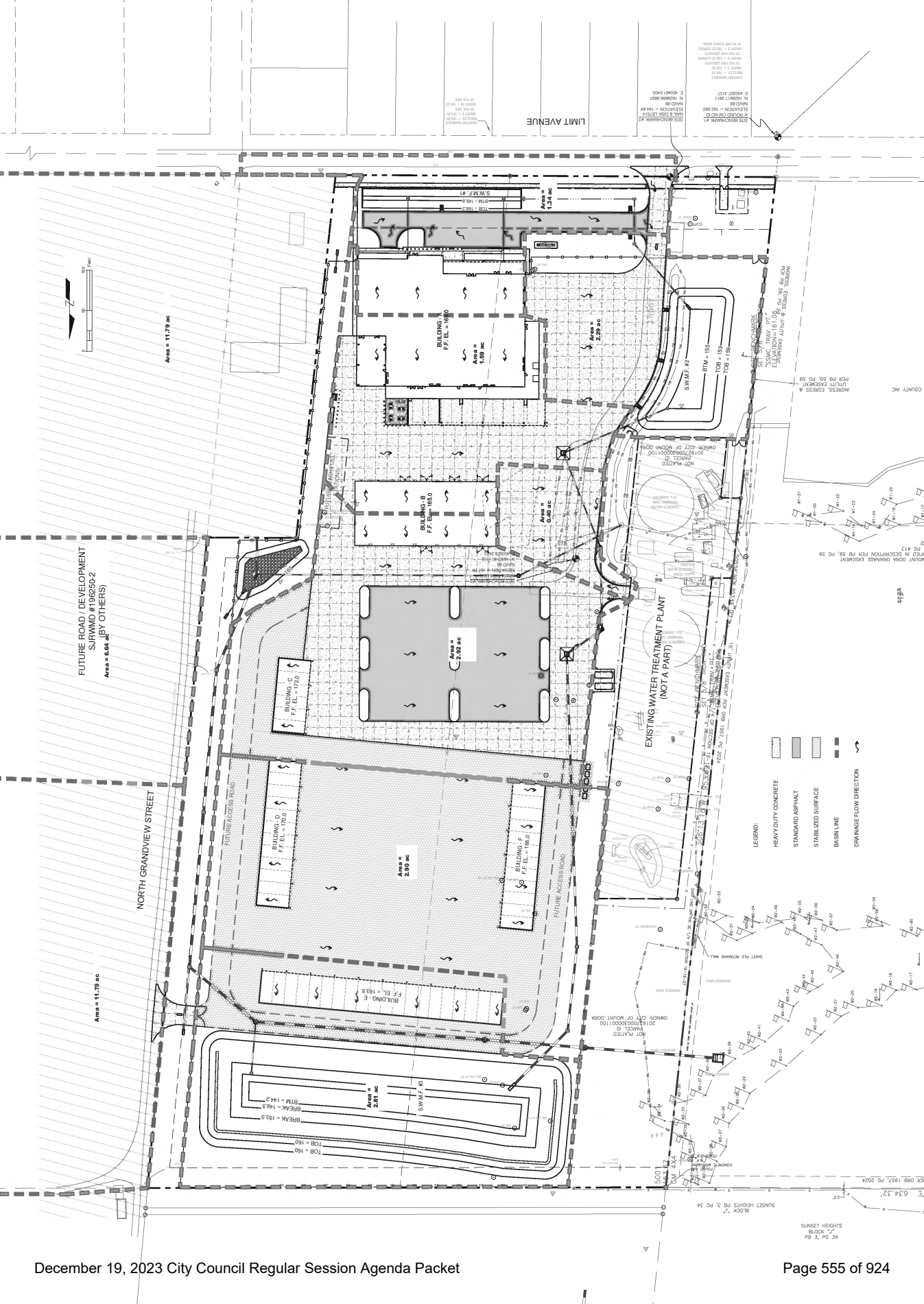
Checked By:
PFE

Project Name:

Pre-Development Drainage Map

C-5







Mr. A. Rivera, AIA
Planning Architect, LEED AP
ADG

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dimensions and details on the ground.
The architect hereby represents and
warrants that the drawings and details
are true and correct to the best of
his knowledge and belief.

Mount Dora Public Works

401 Limit Avenue, Mount Dora, FL

Project No.
1073

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01/15/2023

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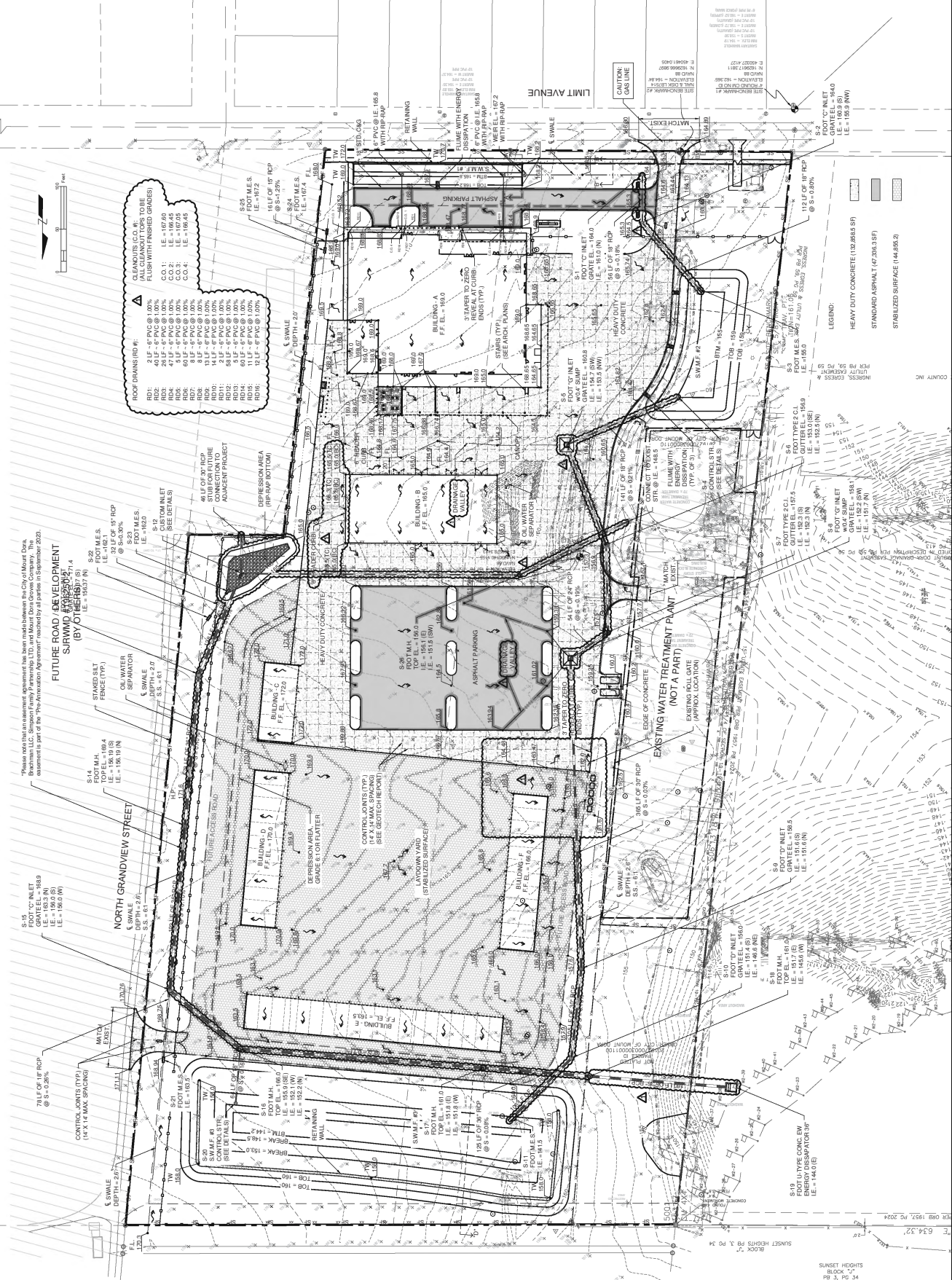
Drawn By:
09/15/2023

Checked By:
P.E.

Project No.:

Paving, Grading and
Drainage Plan

C-7



STORM DRAINAGE CONSTRUCTION NOTES

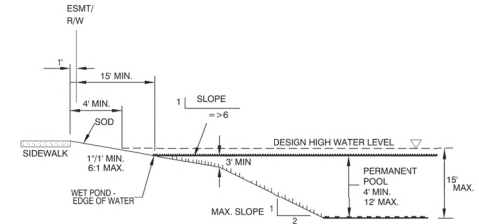
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE UNLESS APPROVED BY THE CITY ENGINEER.
- STORM DRAINAGE PIPES SHALL BE A MINIMUM OF FIFTEEN (15) INCH DIAMETER (15" FOR SHORT LATERAL RUNS ONLY - UP TO 75 FEET, ALL OTHERS, 8" MINIMUM) OR EQUIVALENT AND BE DESIGNED IN ACCORDANCE WITH THE FDOT DRAINAGE MANUAL.
- ALL PIPE TERMINUS SHALL BE MITERED END SECTIONS UNLESS A HEADWALL IS APPROVED FOR RESTRICTED LOCATIONS.
- UNLESS OTHERWISE NOTED, ALL STRUCTURES SHALL MEET FDOT STANDARDS.
- STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRE-CAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE, CHANGE IN PIPE DIRECTION, OR PIPE MATERIAL.
- STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF PER FDOT DRAINAGE MANUAL.
- MAXIMUM DISTANCES BETWEEN INLETS AND/OR MANHOLES:

PIPE SIZE (INCHES)	LENGTH RUN (FEET)
15	75 *
18	150
24	250
30	300
36	300
42	400
54 or greater	500

- ALL SWALES, DITCHES MAXIMUM SIDE AND BACK SLOPES MUST NOT BE GREATER THAN 3 TO 1.
- NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
- CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
- WHEN A POND IS INCORPORATED WITHIN A SUBDIVISION, THE POND SHALL BE ON A SEPARATE TRACT, OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. WHERE SUCH PONDS EXIST AND ARE BOUNDED IN WHOLE OR IN PART BY STREETS, A STRIP OF LAND NOT LESS THAN FIFTEEN (15) FEET WIDE ABUTTING SUCH STREET RIGHT-OF-WAY SHALL BORDER THE POND.

STORM DRAINAGE CONSTRUCTION NOTES

- POND INFLOW AND OUTLET STRUCTURES SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- SOIL EROSION CONTROL MEASURES, IN CONFORMANCE WITH THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL AND SATISFACTORY WITH THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
- THE DEVELOPER MUST SUBMIT A DRAINAGE REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS, BOTH DURING CONSTRUCTION AND AFTER COMPLETION. THE CITY ENGINEER MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.
- ADEQUATE MAINTENANCE EASEMENTS OR RIGHT-OF-WAY AS APPROVED BY THE CITY ENGINEER SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON ALL FINAL DEVELOPMENT PLANS.
- DEVELOPMENT PLANS SHALL CONTAIN POP-UP DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, AND 100 YEAR HIGH WATER LEVELS.
- RETENTION/DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DE-WATERING IS NOT REQUIRED.
- THE ENGINEER OF RECORD IS REQUIRED TO OBTAIN, AND PROVIDE EVIDENCE OF, ANY AND ALL DE-WATERING PERMITS, SURWM PERMITS, EXEMPTION LETTERS, NPDES PERMITS, AND/OR ANY OTHER PERMITS THAT MAY BE REQUIRED, PRIOR TO SITE PLAN APPROVAL.
- CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.



NOTES:

- THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO TWO (2) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE. PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE WITH THE FOLLOWING EXCEPTIONS:
- WHERE THE MAXIMUM DESIGN WATER DEPTH IS LESS THAN TWO (2) FEET; AND/OR
 - WHERE THE DETENTION FACILITY IS PART OF A LANDSCAPED AREA OR CONSERVATION SCHEME, AND, THE SIDE SLOPES TO WATER DEPTH OF THREE (3) FEET ARE CONSTRUCTED AND MAINTAINED AT A MAXIMUM SLOPE OF AT LEAST SIX HORIZONTAL TO ONE VERTICAL (6:1).



STORMWATER
GENERAL NOTES

ST0001-1A
ISSUED: 2017
REVISED: --



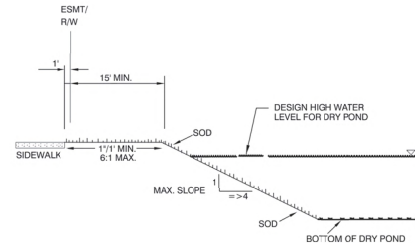
STORMWATER
GENERAL NOTES

ST0001-1B
ISSUED: 2017
REVISED: --



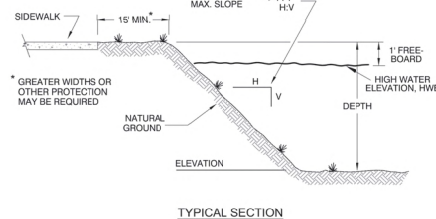
WET RETENTION -
DETENTION POND

ST0003-1
ISSUED: 2017
REVISED: --



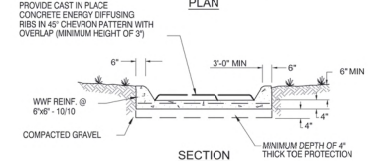
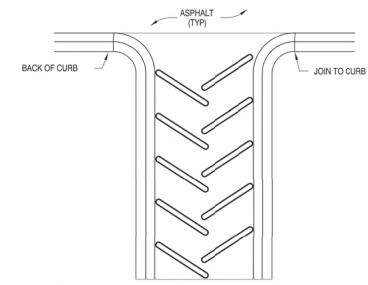
NOTES:

- THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO THREE (3) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE. PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE WITH THE FOLLOWING EXCEPTIONS:
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NOTES:

- THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO TWO (2) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE. PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE (REFER TO CITY LDC3-44.2 FOR MATERIAL), WITH THE FOLLOWING EXCEPTIONS:
- WHERE THE MAXIMUM DESIGN WATER DEPTH IS LESS THAN TWO (2) FEET; AND/OR
 - WHERE THE DETENTION FACILITY IS PART OF A LANDSCAPED AREA OR CONSERVATION SCHEME, AND, THE SIDE SLOPES TO WATER DEPTH OF THREE (3) FEET ARE CONSTRUCTED AND MAINTAINED AT A MAXIMUM SLOPE OF AT LEAST SIX HORIZONTAL TO ONE VERTICAL (6:1).



NOTES:

- DRAINAGE FLUME SHALL EXTEND DOWN TO THE BOTTOM OF THE POND OR SWALE.
- TO BE USED ON GRADUAL SLOPES OF 4:1 OR LESS.



DRY RETENTION POND

ST0002-1
ISSUED: 2017
REVISED: --



STORMWATER POND OR
SWALE ADJACENT TO
PEDESTRIAN WALKWAY

ST0004-1
ISSUED: 2017
REVISED: --



DRAINAGE FLUME

ST0005-1
ISSUED: 2017
REVISED: --



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Mount Dora
Public Works

401 Limit Avenue, Mount Dora, FL

Project No:
1073
Revisions:

90%
CONSTRUCTION
DOCUMENTS

Issue Date:
09/15/2023

Drawn by: WDJ
Checked by: PEI

Project North:

Details -
Mt. Dora

C-8



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Mount Dora Public Works

401 Limit Avenue, Mount Dora, FL

Project No:
1073

Revisions:
Addendum #1 Issue Date 10/18/2023

90% CONSTRUCTION DOCUMENTS

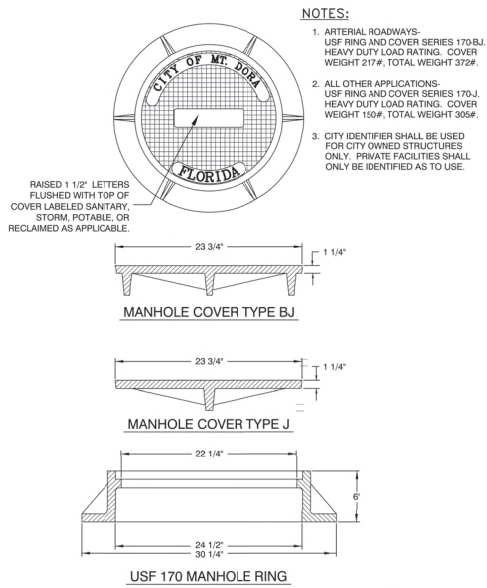
Issue Date:
09/15/2023

Drawn by: **WDJ**
Checked by: **PEI**

Project North:

Details - Mt. Dora

C-9

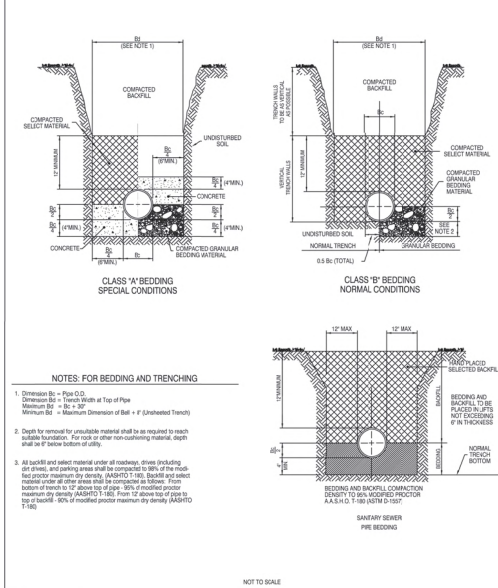




MANHOLE FRAME & COVER

GU002-1

ISSUED: 2017
REVISED: --

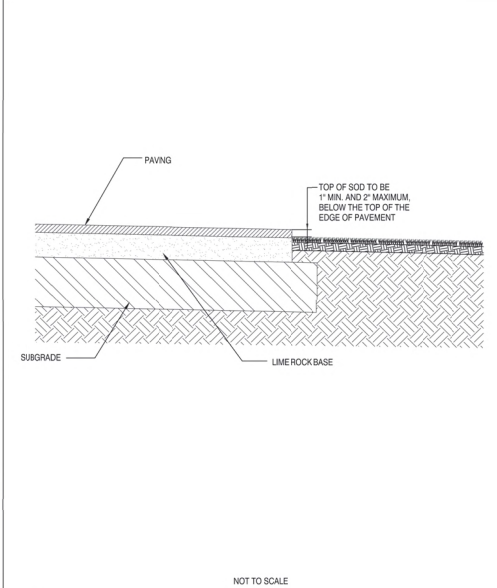




BEDDING DETAILS

GU0017-1

ISSUED: 2017
REVISED: --

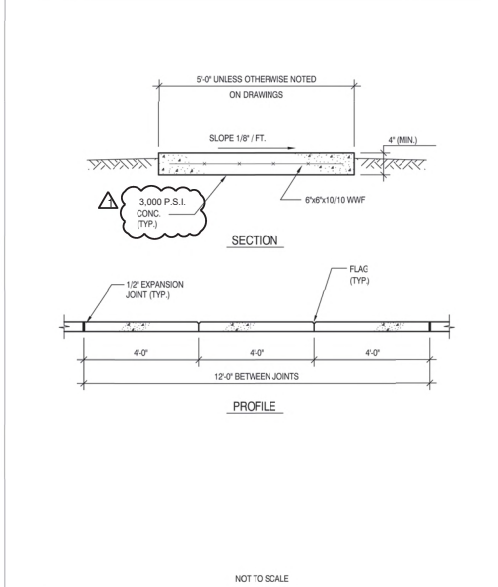




SOD PLANTING

GU0018-1

ISSUED: 2017
REVISED: --

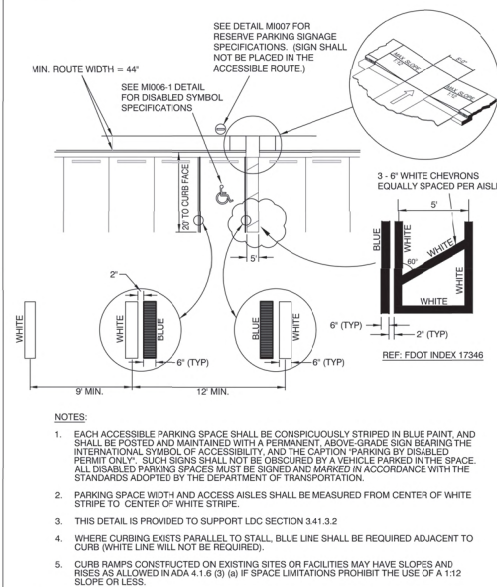




CONCRETE WALKWAY DETAIL

GU0019-1

ISSUED: 2017
REVISED: --

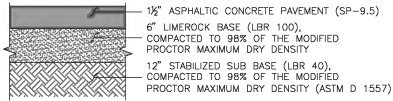




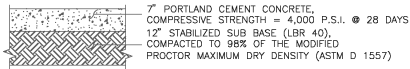
**ACCESSIBLE PARKING -
SINGLE SPACE STRIPING**

GU0024-1

ISSUED: 2017
REVISED: --

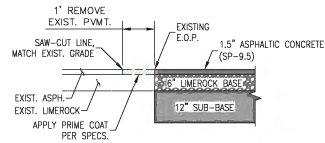


STANDARD PAVEMENT SECTION (VISITOR / STAFF PARKING)
N.T.S.

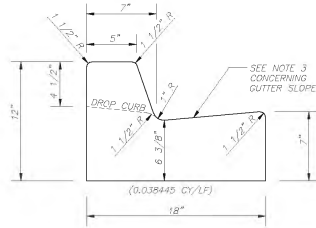


NOTE:
CONCRETE PAVEMENT SHALL HAVE THE FOLLOWING:
• MAXIMUM CONTROL JOINT SPACING = 14' x 14'
• RECOMMENDED SAW CUT DEPTH = 2 1/2"

HEAVY-DUTY CONCRETE PAVEMENT SECTION
N.T.S.

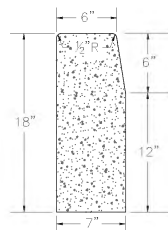


PAVEMENT CONNECTION DETAIL
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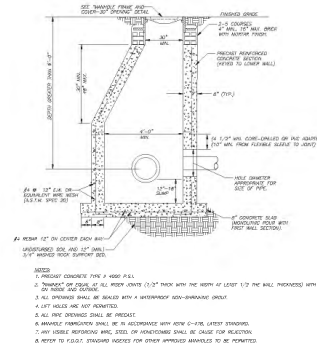


GENERAL NOTES:
1. MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. CONCRETE SHALL BE CLASS I CONCRETE WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
3. WHEN USED ON THE HIGH SIDE OF ROADWAY SECTIONS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. WHERE THIS CONDITION IS ENCOUNTERED, THE FRONT FACE VERTICAL DIMENSION SHALL REMAIN AS SHOWN FOR NORMAL SECTIONS SHOWN HEREON.

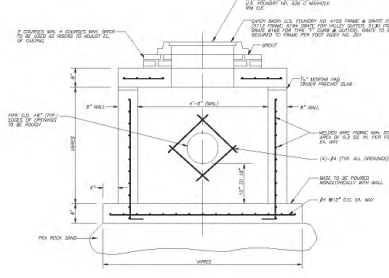
STANDARD 18" CURB AND GUTTER DETAIL
N.T.S.



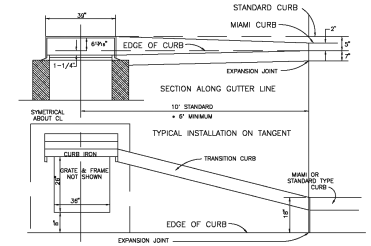
STANDARD HEADER CURB DETAIL
N.T.S.



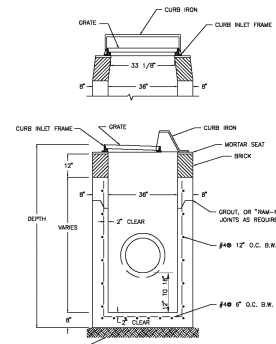
STANDARD MANHOLE WITH (ECCENTRIC CONE)
N.T.S.



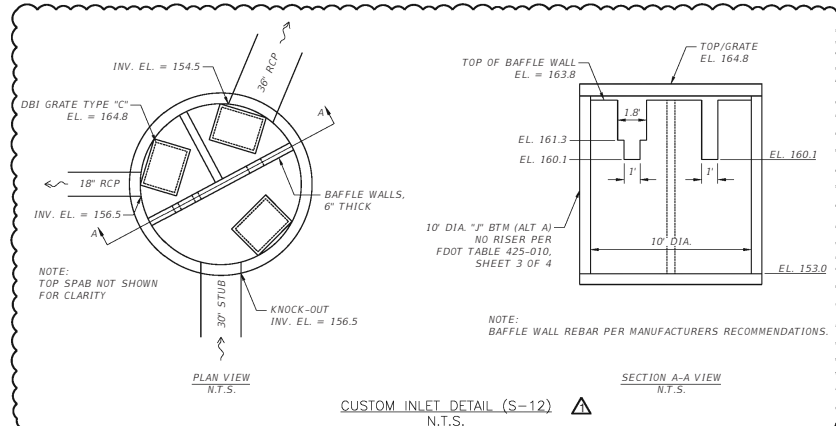
CATCH BASIN DETAIL
N.T.S.



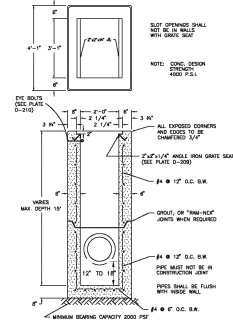
STANDARD CURB INLET
N.T.S.



STORM SEWER CURB INLET
N.T.S.



CUSTOM INLET DETAIL (S-12)
N.T.S.



STORM SEWER TYPE "C" INLET
N.T.S.



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Mount Dora
Public Works

401 Limit Avenue, Mount Dora, FL

Project No:
1073
Revisions:
Addendum #1 Issue Date 10/18/2023

90%
CONSTRUCTION
DOCUMENTS

Issue Date:
09/15/2023
Drawn by: WDJ
Checked by: PEI
Project North:

Details -
Miscellaneous

C-10



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Lower the walls

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Mount Dora
Public Works

401 Lind Avenue, Mount Dora, FL

Project No.

1073

Revisions:

Amendment #1 - 10/18/2023

90%
CONSTRUCTION
DOCUMENTS

Issue Date:

09/15/2023

Drawn by:

WJD

Checked by:

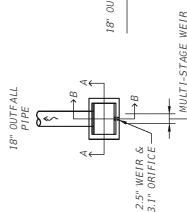
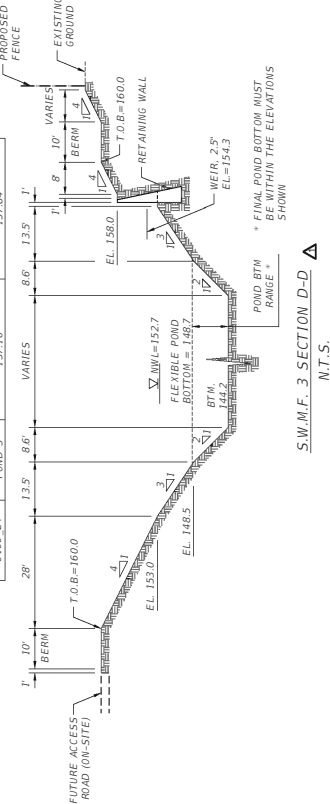
PEL

Project Name:

Details - Miscellaneous

C-11

SIM	NODE NAME	WARNING STAGE (FT)	MAXIMUM STAGE (FT)
002_24	POND 3	157.10	158.29
010_24	POND 3	157.10	156.03
025_24	POND 3	157.10	156.85
0100_24	POND 3	157.10	157.84

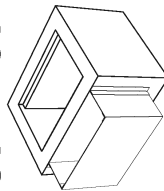


SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

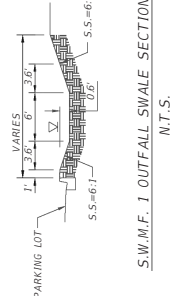
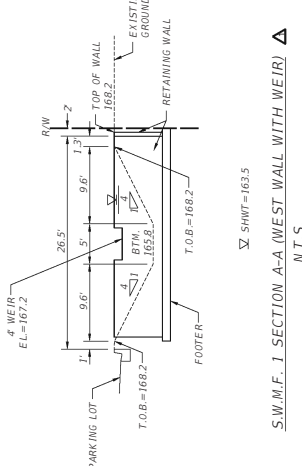
S.W.M.F. 3 CONTROL STRUCTURE DETAIL A

N.T.S.



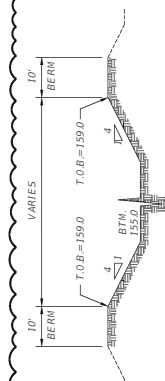
- NOTES
1. EQUAL MUST BE APPROVED IN WRITING BY MOUNT DORA PUBLIC WORKS.
 2. MATERIAL SHALL BE 1/4\"/>

SIM	NODE NAME	WARNING STAGE (FT)	MAXIMUM STAGE (FT)
002_24	POND 1	169.00	167.36
010_24	POND 1	169.00	167.60
025_24	POND 1	169.00	167.74
0100_24	POND 1	169.00	167.94



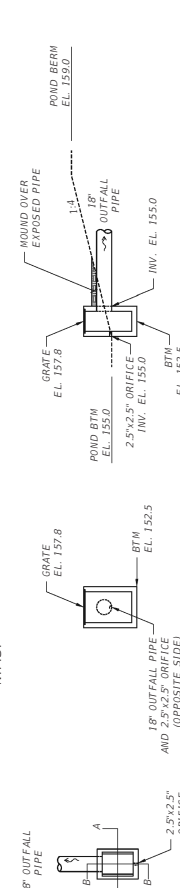
SECTION A-A
N.T.S.

SECTION B-B
N.T.S.



SECTION A-A
N.T.S.

SECTION C-C
N.T.S.



SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

S.W.M.F. 2 CONTROL STRUCTURE DETAIL A

N.T.S.

S.W.M.F. 3 SKIMMER DETAIL

ENVIRO-GLASSKIMER (OR APPROVED EQUAL)

N.T.S.



NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

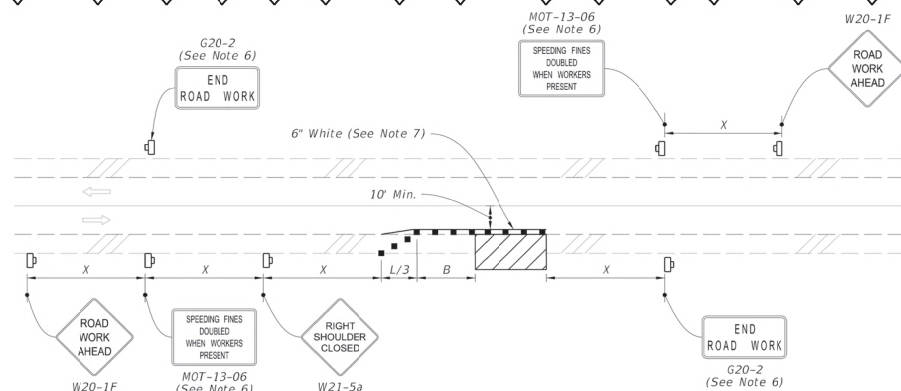
SYMBOLS:

Work Area

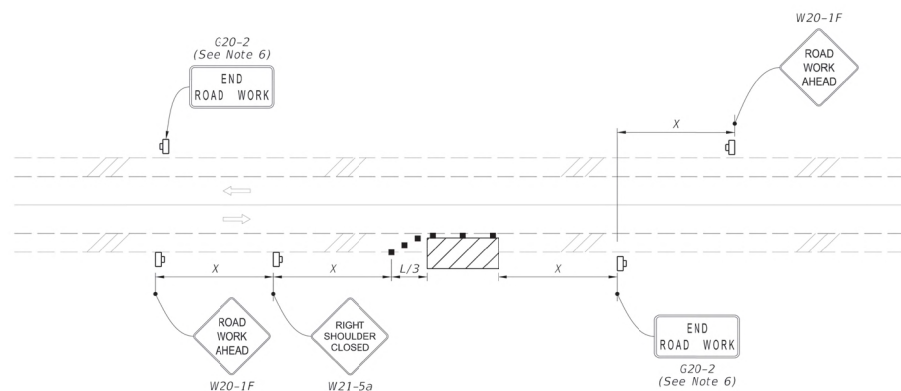
Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY



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PROJECT NO. 1073
REVISIONS:
ADDITIONAL #1 - 09/15/2023

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Mount Dora
Public Works

401 Limit Avenue, Mount Dora, FL

Project No.
1073

Revisions:
ADDITIONAL #1 - 09/15/2023

90%
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DOCUMENTS

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09/15/2023

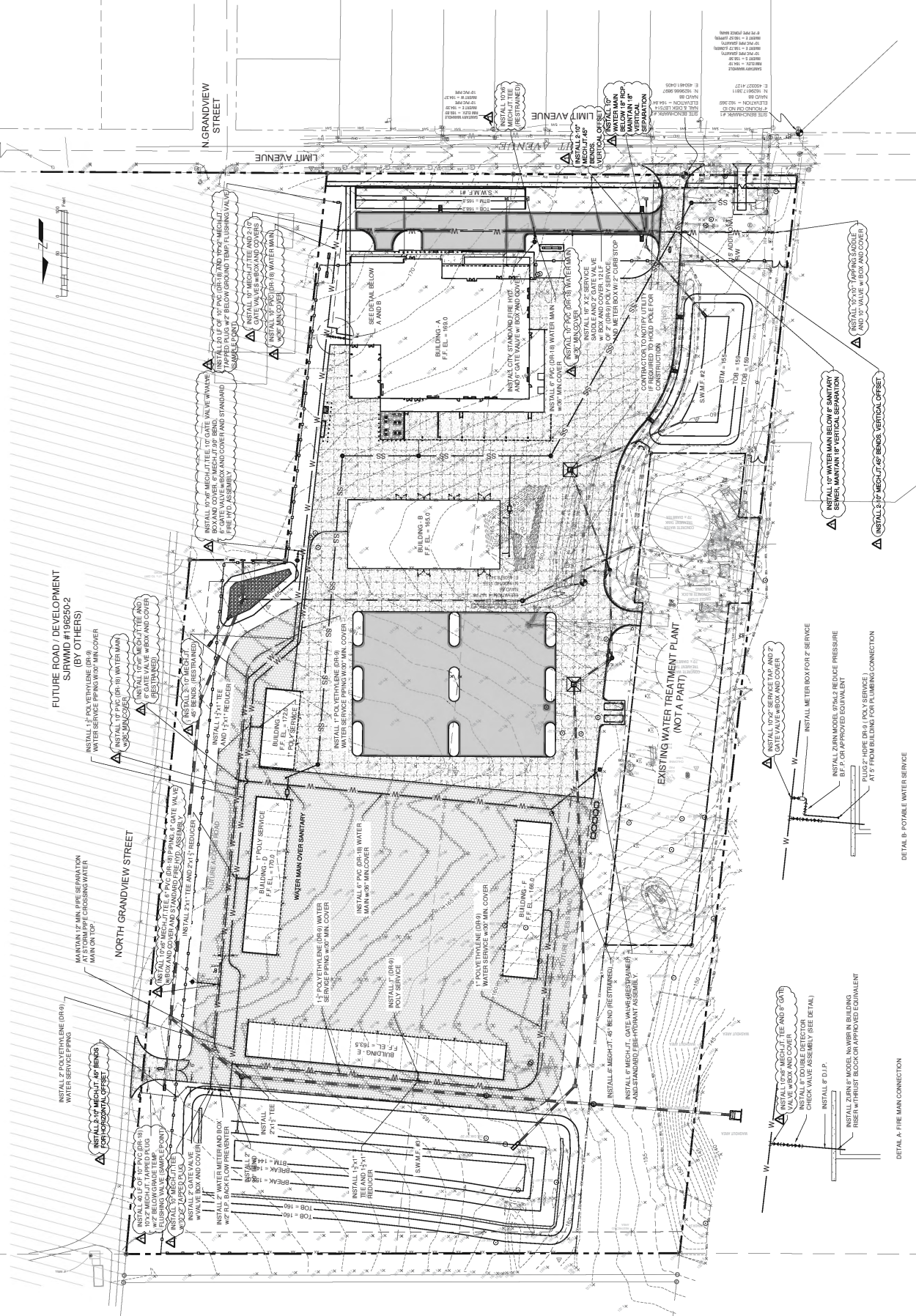
Drawn by:
ZM

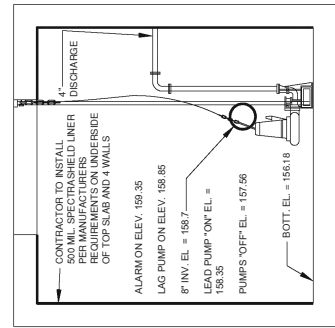
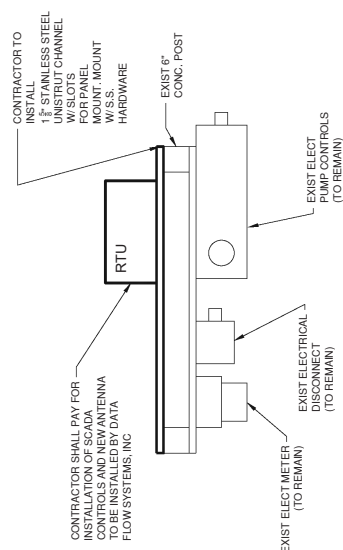
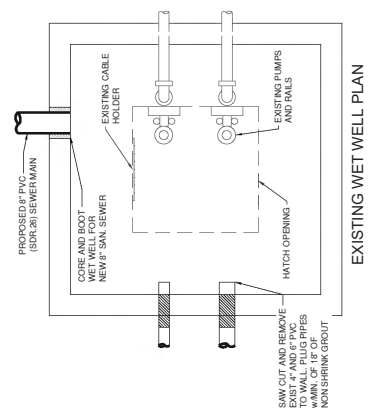
Checked by:
PBL

Project Name:
Utility Plan - Water

Utility Plan - Water

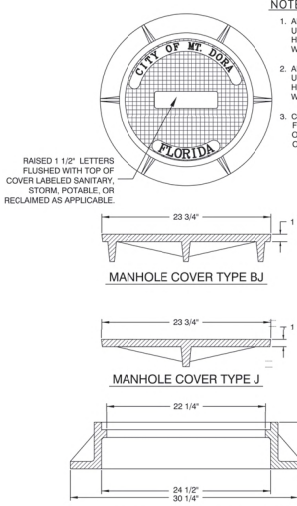
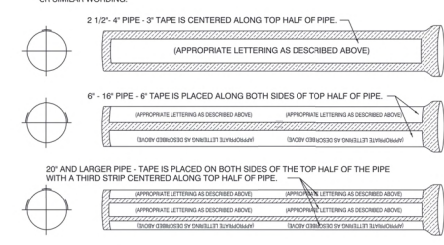
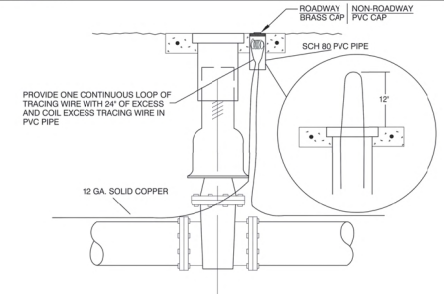
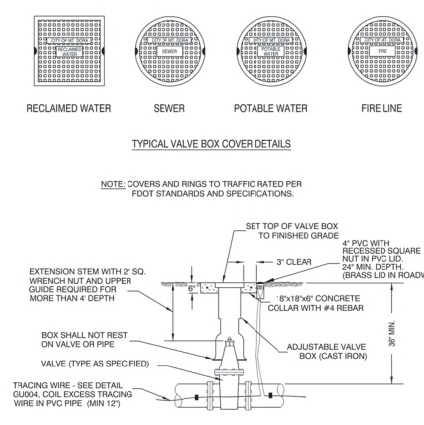
C-15

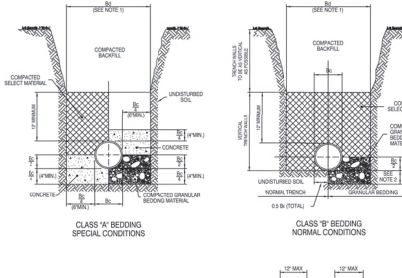
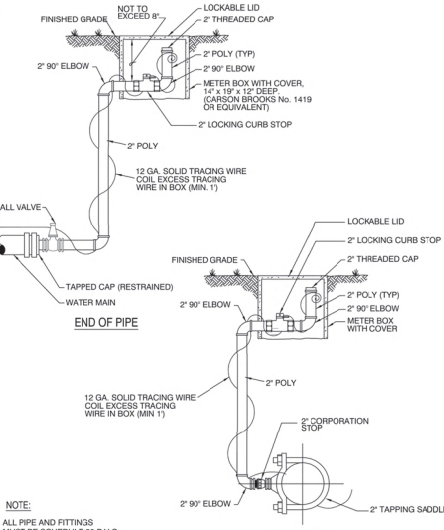
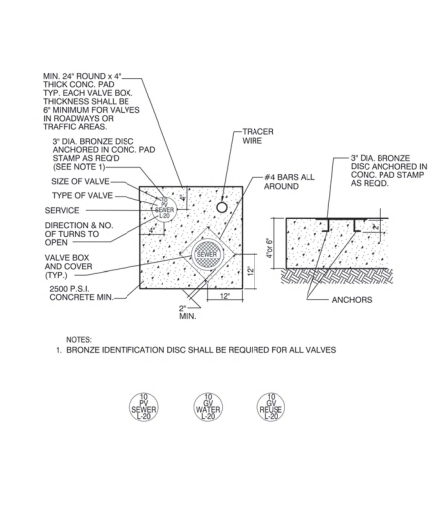
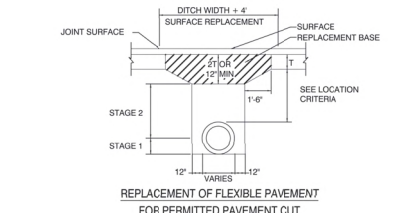
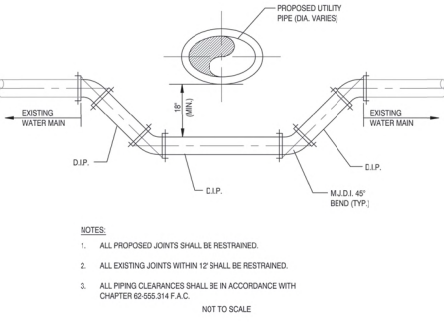
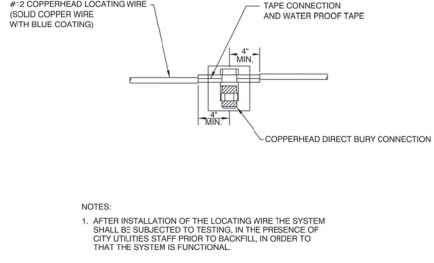




NOTES:

1. THE SCADA CONTROL PANEL ENCLOSURE SHALL BE MOUNTED BY THE CONTRACTOR. NEW CONDUIT FOR POWER CABLE SHALL BE PROVIDED BY AND INSTALLED BY THE CONTRACTOR.
2. THE SCADA CONTROL PANEL AND ALL SUPPORTING ELECTRICAL WIRING AND COMPONENTS SHALL BE SOLELY SUPPLIED BY DATA FLOW SYSTEMS INC. ONLY.
3. CONTRACTOR SHALL INCLUDE SCADA CONTROLS AND ANTENNA FOR THE PUMP STATION. COORDINATE WITH DAN ORTIZ (352) 735-7151 CITY OF MOUNT DORA FOR ADDITIONAL INFORMATION.
4. COAT INTERIOR OF CONCRETE WET WELL AND JUNCTION MANHOLE WITH 500 MILS OF SPECTRASHIELD LINER. INSTALL PER MANUFACTURES SPECIFICATIONS.

GENERAL UTILITIES CONSTRUCTION NOTES - THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY WORK ON EXISTING CITY OF MOUNT DORA UTILITIES. THE CONTRACTOR MUST CONTACT, JOSH KRAMM, UTILITY LINE MANAGER AT HIS OFFICE (352) 735-7151 OR CELL PHONE (352) 516-3691, DISTRIBUTION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 460-7922, RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032. - NO GRADING, CUTTING, OR FILLING SHALL COMMENCE UNTIL SUCH TIME AS APPROPRIATE EROSION AND SEDIMENTATION CONTROL DEVICES HAVE BEEN INSTALLED BETWEEN THE DISTURBED AREA AND WATER BODIES, WATERCOURSES OR WETLANDS. - CONSTRUCTION MUST BE PER THE DRC APPROVED SITE PLAN. DEVIATIONS IN ROADWAY, UTILITY OR DRAINAGE CONSTRUCTION WILL REQUIRE WRITTEN APPROVAL OF THE CITY ENGINEER OR THE DIRECTOR OF PUBLIC SERVICES. (NOTE: SIGNIFICANT CHANGES FROM THE DRC APPROVED PLAN MAY REQUIRE THE OWNER/DEVELOPER TO SUBMIT A REVISED SITE PLAN THROUGH THE DRC FOR REVIEW.) - CONTRACTOR SHALL PROVIDE AN EMERGENCY CONTACT NUMBER LIST FOR KEY SITE PERSONNEL. - ENGINEER OF RECORD REVIEWED SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL WATER/SEWER/RECLAIMED AND STORMWATER SYSTEMS TO BE DEDICATED TO THE CITY OF MOUNT DORA. TWO SETS ARE REQUIRED FOR REVIEW. ONE SET WILL BE RETURNED TO THE ENGINEER OF RECORD. - OFF SITE OR ROADWAY RIGHT OF WAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONDITIONS OF THE APPROVED R/W PERMITS. A COPY OF THE APPROVED R/W PERMIT MUST BE KEPT ON-SITE AND READILY AVAILABLE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE R/W. - THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO UTILITY TESTING. THE CONTRACTOR MUST CONTACT JOSH KRAMM, UTILITY LINE MANAGER, AT HIS OFFICE (352) 735-7151, OR CELL (352) 516-3691, DISTRIBUTION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 460-7922, RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032. HYDROSTATIC TESTING SHALL BE PER THE APPLICABLE PROVISIONS AS SET FORTH IN AWWA STANDARDS. (MINIMUM 150 PSI @ 2 HOURS - POTABLE/RECLAIMED AND MINIMUM 100 PSI @ 2 HOURS - FORCE MAINS). - GRAVITY SEWER PIPING TESTS SHALL BE IN ACCORDANCE WITH UNI-BELL PVC PIPE ASSOCIATION; "RECOMMENDED PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED SEWER PIPE". THE CONTRACTOR WILL BE REQUIRED TO PROVIDE VIDEO INSPECTION OF THE ENTIRE LINE DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE SANITARY SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLEYS" SHALL BE CAUSE FOR REJECTION. ONE DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT. - THE CONTRACTOR WILL BE REQUIRED TO PROVIDE INSPECTION OF ALL STORM SYSTEM PIPES DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE DRAINAGE SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLEYS" SHALL BE CAUSE FOR REJECTION. ONE DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT. - AFTER JUMPER CONNECTION IS REMOVED, WATER & RECLAIMED WATER SERVICES MUST BE LOCKED OUT AND KEY SUPPLIED TO CITY. - FOLLOWING SATISFACTORY PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURE START. THE DISINFECTING SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS.	GENERAL UTILITIES CONSTRUCTION NOTES - COPIES OF SATISFACTORY BACTERIOLOGICAL TESTING AND THE FDEP "LETTER OF RELEASE REQUEST" SIGNED BY THE ENGINEER OF RECORD MUST BE SUBMITTED TO THE CITY ENGINEER FOR PROCESSING. NO POTABLE WATER LINE SHALL BE PLACED INTO SERVICE WITHOUT RECEIPT OF FDEP AUTHORIZATION. - FDEP CLEARANCE REQUEST MUST BE SUBMITTED THROUGH THE PUBLIC WORKS AND UTILITY DEPARTMENT. - EARTHWORK, PAVEMENT AND CONCRETE CONSTRUCTION NOT SPECIFICALLY ADDRESSED BY THE CITY LOC. SHALL BE THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT. - COPIES OF ALL MATERIALS AND COMPACTION TESTING PER THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MUST BE PROVIDED PRIOR TO CLOSEOUT. - THE PUBLIC SERVICES DEPARTMENT REQUIRES A PRE-CLOSEOUT FIELD REVIEW WITH THE CONTRACTOR/SITE DEVELOPER. THE CONTRACTOR MUST CONTACT PUBLIC SERVICES ENGINEERING AT (352) 735-7151, TO COORDINATE. ALL ISSUES IDENTIFIED AT THE FIELD REVIEW MUST BE ADDRESSED PRIOR TO PUBLIC SERVICES FINAL CLOSE OUT APPROVAL. - LIFT STATION START UP WILL REQUIRE A MINIMUM OF 48 HOURS PRIOR NOTIFICATION TO THE CITY. THE CONTRACTOR MUST CONTACT JOSH KRAMM, UTILITY LINE MANAGER, AT (352) 735-7151 OR (352) 551-8903 OR RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032 TO COORDINATE THE START UP INSPECTION. - ALL MANUALS FOR LIFT STATION CONTROL PANELS, GENERATORS, AND PUMPS WILL BE REQUIRED PRIOR TO START UP. THESE MANUALS WILL BE SUBJECT TO CITY REVIEW / APPROVAL, TO INCLUDE O&M MANUALS, NO LIFT STATION WILL BE ACCEPTED UNTIL SATISFACTORY DOCUMENTATION HAS BEEN PROVIDED. ANY LIFT STATION PUMP, SIZED LARGER THAN 20 HP, SHALL BE PROVIDED WITH A REBUILD KIT CONSISTING OF BEARING SEALS, O-RINGS AND WEAR RINGS. ALSO, A TOOL KIT WITH ROX IS REQUIRED. - DEDICATION OF IMPROVEMENTS TO THE PUBLIC SHALL BE IN ACCORDANCE WITH THE CITY OF MOUNT DORA LOC 4.3.4(4)(A) - BONDS, 5.3.5(1) - BONDS, AND 7.2.4 - BONDS AND WARRANTIES. THE CITY'S LAND DEVELOPMENT CODE IS AVAILABLE ONLINE AT WWW.MOUNTDORA.COM FOR YOUR REFERENCE. - AS-BUILT DRAWINGS - PER LOC 7.13.6: OWNER / DEVELOPER SHALL PROVIDE FOUR HARD COPIES AND ONE ELECTRONIC OF THE APPROVED FINAL ENGINEERING PLANS CONFORMED TO SHOW ALL AS-BUILT CONDITIONS. AS-BUILTS MUST SHOW ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIXED KNOW LOCATIONS WITHIN THE DEVELOPMENT. CERTIFICATION OF THE PROJECT ENGINEER ATTESTING TO THE ACCURACY OF THE DRAWINGS IS REQUIRED. CITY ACCEPTANCE OF IMPROVEMENTS AND / OR ISSUANCE OF OCCUPANCY WILL BE WITHHELD UNTIL SATISFACTORY AS-BUILTS ARE PROVIDED.	NOTES: - ARTERIAL ROADWAYS: USF RING AND COVER SERIES 170-BJ, HEAVY DUTY LOAD RATING, COVER WEIGHT 217#, TOTAL WEIGHT 372#. - ALL OTHER APPLICATIONS: USF RING AND COVER SERIES 170-J, HEAVY DUTY LOAD RATING, COVER WEIGHT 150#, TOTAL WEIGHT 305#. - CITY IDENTIFIER SHALL BE USED FOR CITY OWNED STRUCTURES ONLY. PRIVATE FACILITIES SHALL ONLY BE IDENTIFIED AS TO USE.  MANHOLE COVER TYPE BJ MANHOLE COVER TYPE J USF 170 MANHOLE RING
STANDARD CONSTRUCTION DETAIL GENERAL NOTES GU001-1A ISSUED: 2017 REVISED: -- GENERAL NOTES: ALL UTILITY PIPE SHALL BE INSTALLED WITH 3 INCH WIDE SELF ADHESIVE VINYL CONTINUOUS TAPE FOR IDENTIFICATION PURPOSES. TAPE SHALL BE COLOR CODED AND WORKED AS FOLLOWS: (NOTE: TRACING WIRE INSULATION SHALL BE SIMILARLY COLOR CODED) - POTABLE WATER. A. COLOR: BLUE WITH BLACK LETTERING B. LETTERING: POTABLE WATER MAIN OR SIMILAR WORDING. - RECLAIMED WATER. A. COLOR: PURPLE WITH WHITE OR YELLOW LETTERING B. LETTERING: RECLAIMED WATER OR SIMILAR WORDING. - FIRE LINES. A. COLOR: RED WITH BLACK LETTERING B. LETTERING: FIRE LINE OR SIMILAR WORDING. - GRAVITY SEWER. A. COLOR: BROWN OR GREEN WITH BLACK LETTERING B. LETTERING: SEWER LINE OR SIMILAR WORDING. - SEWER FORCE MAIN. A. COLOR: GREEN WITH BLACK LETTERING B. LETTERING: SEWER FORCE MAIN OR SIMILAR WORDING.  2 1/2" - 4" PIPE - 3" TAPE IS CENTERED ALONG TOP HALF OF PIPE. (APPROPRIATE LETTERING AS DESCRIBED ABOVE) 6" - 16" PIPE - 6" TAPE IS PLACED ALONG BOTH SIDES OF TOP HALF OF PIPE. (APPROPRIATE LETTERING AS DESCRIBED ABOVE) 20" AND LARGER PIPE - TAPE IS PLACED ON BOTH SIDES OF THE TOP HALF OF THE PIPE WITH A THIRD STRIP CENTERED ALONG TOP HALF OF PIPE. (APPROPRIATE LETTERING AS DESCRIBED ABOVE) PURPLE TAPE WITH WHITE OR OTHER CONTRASTING PERMANENTLY IMPREGNATED LETTERING SHALL BE USED. THE TAPE SHALL RUN FROM JOINT TO JOINT ALONG THE LENGTH OF THE PIPE. METAL RECLAIMED WATER MAIN WITH IDENTIFICATION TAPE NTS	STANDARD CONSTRUCTION DETAIL GENERAL NOTES GU001-1B ISSUED: 2017 REVISED: --  TRACING WIRE GENERAL NOTES: - ALL PIPE SHALL BE INSTALLED WITH 12 GA. SOLID COPPER TRACING WIRE AS MANUFACTURED BY COPPERHEAD TAPED TO PIPE AT 12" INTERVALS. TRACING WIRE MUST BE INSTALLED DIRECTLY ABOVE THE PIPE IN A CONTINUOUS CIRCUIT AND BROUGHT TO THE SURFACE AT VALVE BOXES, METER BOXES, MANHOLES, CLEANOUTS, ETC. AS FOLLOWS: - POTABLE WATER AND RECLAIMED WATER SYSTEMS-TRACING WIRE SHALL ALLOW TRACEABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS AND SERVICE CONNECTIONS. TRACING WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A PVC PIPE FOR EASY ACCESSIBILITY. - FORCE MAINS-TRACING WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE OR METER BOX FOR EASY ACCESSIBILITY. - ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED PVC VALVE BOX AT THE END OF THE RUN. - WATER TIGHT SPLICE SHALL BE APPROVED BY THE CITY OF MT. DORA AND SHALL BE COPPERHEAD DIRECT BURY CONNECTIONS. - SEE DETAIL GU002-1 FOR COLOR CODING, INCLUDING WIRE INSTALLATION AND TAPE.	MANHOLE FRAME & COVER GU002-1 ISSUED: 2017 REVISED: --  RECLAIMED WATER SEWER POTABLE WATER FIRE LINE TYPICAL VALVE BOX COVER DETAILS NOTE: COVERS AND RINGS TO TRAFFICATED PER FOOT STANDARDS AND SPECIFICATIONS. TYPICAL VALVE AND VALVE BOX DETAIL ADDITIONAL REFERENCE: FIRE HYDRANT DETAIL PW002-4.
PIPE IDENTIFICATION DUCTILE IRON GU003-1 ISSUED: 2017 REVISED: --	TRACING WIRE CONNECTION GU004-1 ISSUED: 2017 REVISED: --	VALVE, VALVE BOX, AND COVER GU005-1 ISSUED: 2017 REVISED: --

 CLASS 'A' BEDDING SPECIAL CONDITIONS CLASS 'B' BEDDING NORMAL CONDITIONS NOTES: FOR BEDDING AND TRENCHING - Dimension B = Pipe O.D. Dimension C = 12" depth at Top of Pipe Minimum B1 = Maximum Dimension of Ball = 8" (Unhealed Trench) - Depth for removal for unstable material shall be as required to reach suitable foundation. For top or other non-suitable material, depth shall be 6" below bottom of utility. - Material for trench material shall be compacted, dense including all trenches, and parking areas shall be compacted to 90% of the maximum density as determined by ASTM D 1557. Backfill and trench material shall be compacted to 90% of the maximum density as determined by ASTM D 1557. From material of trench, it is acceptable to place 12" of material in trench top of trench 90% of modified proctor maximum dry density (ASTM D 1557). NOT TO SCALE	GU0017-1 ISSUED: 2017 REVISED: --	 PIPE TAP NOTE: ALL PIPE AND FITTINGS MUST BE SCHEDULE 80 P.V.C.	 NOTES: 1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES
BEDDING DETAILS  REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT DENSITY PROCEDURES: THE BACK FILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557. TEST REPORTS SHALL BE FURNISHED TO THE CITY. STAGE #1 THE PERMITTEE SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPERS SUITABLE FOR THIS PURPOSE. THIS COMPACTATION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED. STAGE #2 THE PERMITTEE SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL. GENERAL NOTES: BASE AND BACK FILL MATERIALS SHALL BE EITHER OF THE SAME TYPE AND COMPOSITION AS THE MATERIALS REMOVED, OR OF EQUAL OR GREATER STRUCTURAL ADEQUACY. MATERIALS CONTAMINATED WITH DELETERIOUS SUBSTANCES DURING EXCAVATION SHALL NOT BE USED. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE. (MINIMUM 12") BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY. ASPHALT CONCRETE PAVEMENT THICKNESS SHALL EQUAL EXISTING THICKNESS BUT NOT LESS THAN TWO (2) INCHES. SURFACE TREATED PAVEMENT JOINT SHALL BE LAPPED AND FEATHERED AND EXTENDED AT LEAST 2' PAST EACH SURFACE JOINT. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE. LIMESTONE, SAND-CLAY, SHELL, ETC. BASES: 6" LAYERS COMPACTED THICKNESS DENSITY REQUIREMENTS: 90% UNDER ROADWAY 90% OUTSIDE THE TRAVELED ROADWAY, SUCH AS INTERSECTIONS, CROSSOVERS, TURNOUTS, ETC. 95% SHOULDER PAVEMENT METHOD AASHTO T-180	OPEN CUT DETAIL GU0011-1 ISSUED: 2017 REVISED: --	WATER LINE CROSSING  NOTES: 1. ALL PROPOSED JOINTS SHALL BE RESTRAINED. 2. ALL EXISTING JOINTS WITHIN 12' SHALL BE RESTRAINED. 3. ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314 F.A.C. NOT TO SCALE	LOCATING WIRE SPLICING  NOTES: 1. AFTER INSTALLATION OF THE LOCATING WIRE THE SYSTEM SHALL BE SUBJECTED TO TESTING, IN THE PRESENCE OF CITY UTILITIES STAFF PRIOR TO BACKFILL, IN ORDER THAT THE SYSTEM IS FUNCTIONAL. NOT TO SCALE
			



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**Mount Dora
Public Works**

401 Limit Avenue, Mount Dora, FL

Project No:
1073
Revisions:

**90%
CONSTRUCTION
DOCUMENTS**

Issue Date:
09/15/2023

Drawn by: **ZN**
Checked by: **PEI**

Project North:

**General Utility Details
- Mt. Dora**

C-19

Page 569 of 924



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Mount Dora Public Works

401 Lime Avenue, Mount Dora, FL

Project No.

1073

Revisions:

90% CONSTRUCTION DOCUMENTS

Issue Date:

09/15/2023

Drawn by:

ZN

Checked by:

PEI

Project North:

Potable Water Details
- Mt. Dora

C-21

WATER SYSTEM CONSTRUCTION GENERAL NOTES

- THE CITY'S PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
- DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPOSED WATER MAIN.
- ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 80% (ASHTO 1-180) IN PAVED AREAS AND 90% (ASHTO 1-180) IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 2 FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES.
- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE MINIMUM 1-1/2" BLACK OR BLUE POLYETHYLENE TUBING. POLYETHYLENE SHALL NOT BE USED.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED BY 2"x4" LUMBER (PRESSURE TREATED). ALL SERVICE SHALL EXTEND 8 INCHES ABOVE GRADE, SECURED TO THE BASE OF THE LUMBER. ALL SERVICES MUST BE ADJUSTED TO FINAL METER BOX LOCATION BY OWNER PRIOR TO INITIAL METER INSTALLATION.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET FOR RESIDENTIAL SERVICE (500 FOR COMMERCIAL, MULTIFAMILY AND INDUSTRIAL). AT ALL WATER TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL BRANCHES.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" DIAMETER.
 - STANDARD GATE VALVES 2" AND LARGER DIAMETER. RESILIENT WEDGE GATE VALVES SHALL BE USED (AWWA C-608).
 - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR SIZE ON VALVE STEEL.



POTABLE WATER GENERAL NOTES

PW001-1A
ISSUED: 2017
REVISED: --



POTABLE WATER GENERAL NOTES

PW001-1B
ISSUED: 2017
REVISED: --



POTABLE WATER GENERAL NOTES

PW001-1C
ISSUED: 2017
REVISED: --

- B. FIRE FLOWS IN COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AREAS AND APARTMENT OR MULTIFAMILY COMPLEXES, SHALL PROVIDE A MINIMUM OF 1,000 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER COMMERCIAL/INDUSTRIAL, MAJOR SHOPPING CENTERS, SCHOOLS, AND SIMILAR USES SHALL HAVE A FIRE FLOW CAPACITY AS DETERMINED NECESSARY BY THE FIRE DEPARTMENT.
- C. FIRE HYDRANTS: DISTANCE FROM OR SPACING OF FIRE HYDRANTS SHALL BE A MINIMUM OF 600 FEET FROM THE FURTHEMOST POINT OF ANY RESIDENTIAL STRUCTURE AND 300 FEET FROM THE FURTHEMOST POINT OF ANY COMMERCIAL STRUCTURE, AS THE FIRE DEPARTMENT WOULD LAY HOSE OR AS OTHERWISE SPECIFIED BY THE FIRE DEPARTMENT TO MEET DETERMINED WATER FLOW REQUIREMENTS FOR FIRE PROTECTION AND/OR INCREASE FIRE PROTECTION EFFECTIVENESS. FIRE HYDRANTS SHALL BE CONNECTED TO WATER MAINS OF EIGHT-INCH MAINS IN ALL AREAS. CONNECTION TO DEAD END STUBS ARE ACCEPTABLE, PROVIDED THAT SAID STUBBED WATER MAIN IS NOT LESS THAN EIGHT INCHES AND WILL PROVIDE ACCEPTABLE FLOW.
- D. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FOR WATER DISTRIBUTION SYSTEMS SHALL PROVIDE FOR AT LEAST 100 PERCENT OF THE COMBINED MAXIMUM DAY DEMAND RATE AND REQUIRED FIRE FLOW FOR SAID RATE, WITH SPECIAL PROVISIONS FOR PEAK FLOWS IN EXCESS THEREOF. THE ALLOWABLE MINIMUM SERVICE PRESSURE UNDER SAID DESIGN CONDITION SHALL NOT BE LESS THAN 20 POUNDS PER SQUARE INCH. DESIGN COMPUTATION SHALL BE BY THE "HARDY CROSS" PROCEDURE, OR OTHER APPLICABLE METHODS, AS DICTATED BY THE SYSTEM CONFIGURATION. DESIGN FLOWS AND METHOD OF COMPUTATION SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE CITY.
- E. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS, OR OTHER LOCATIONS, AS REQUIRED TO PROVIDE AN OPTIMALLY EASILY MAINTAINED, AND REPAIRED WATER DISTRIBUTION SYSTEM. VALVES ARE TO BE PLACED SO THAT THE MAXIMUM ALLOWABLE LENGTH OF WATER MAIN REQUIRED TO BE SHUT DOWN FOR REPAIR WORK SHALL BE 500 FEET IN COMMERCIAL, INDUSTRIAL OR HIGH-DENSITY RESIDENTIAL DISTRICTS, OR 1,000 FEET IN OTHER AREAS.



POTABLE WATER GENERAL NOTES

PW001-1D
ISSUED: 2017
REVISED: --



POTABLE WATER GENERAL NOTES

PW001-1E
ISSUED: 2017
REVISED: --



POTABLE WATER GENERAL NOTES

PW001-1F
ISSUED: 2017
REVISED: --

WATER SYSTEM CONSTRUCTION GENERAL NOTES

- ALL POTABLE WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE REGULAR WATER LINES OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE, AND HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PIPE OR ENCASEMENT MAY BE USED AS APPROVED BY THE CITY AND FDEP.
- ALL WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLOUSED, DISINFECTED, PRESSURE TESTED, AND BACTERIOLOGICALLY CLEANSED FOR SERVICE, IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- WATER MAINS SHALL BE PVC AWWA CLASS C-200, MINIMUM CL-150 (DR-18) DUCTILE IRON PIPE PRESSURE RATING, STANDARD CEMENT LINING, UNLESS OTHERWISE APPROVED BY THE CITY.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC WORKS AND "AS-BUILT'S" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
- WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE AND NFPA 201.
- ALL WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE DOWN "W" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR WATER SHALL BE MARKED BY A "V" OR METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED WITH A "B".
- BLUE REFLECTORS SHALL BE SECURELY AFFIXED TO ROADWAY (CENTER LINE OF ROAD) ADJACENT TO HYDRANT LOCATION.
- WATER SERVICES SHOULD BE DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES, ALTERNATING WITH RECLAIMED WATER SERVICE LOCATIONS. IN INSTANCES WHERE WATER SERVICES NEED TO BE OFFSET, 1" SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 5 FEET.
- OUT-OF-SERVICE FIRE HYDRANTS MUST BE CLEARLY MARKED (RED RING ON NOZZLE, LABELED DISK ON NOZZLE) FACING ROADWAY. ALL LABELS AND DISK PROVIDED BY THE CITY OR BLACK BAGGED - NOTIFY THE FIRE DEPT. THAT THE HYDRANT IS OUT OF SERVICE.
- PRIOR TO TAKING ANY WATER LINES OUT OF SERVICE, THE CONTRACTOR SHALL NOTIFY THE CITY AND AFFECTED CUSTOMERS, IN WRITING, 48-HOURS PRIOR TO SHUT-DOWN WITH CITY APPROVAL.
- WATER SYSTEMS WILL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. PRIVATE WATER SYSTEMS SUPPLYING FIRE HYDRANTS OR FIRE SPRINKLER SYSTEMS SHALL BE TESTED AT 200 PSI FOR 2 HOURS IN ACCORDANCE WITH NFPA 13. NOTIFY FIRE AND BUILDING DEPARTMENTS PRIOR TO TESTING.

7.13.3. STANDARD REQUIREMENTS.

- GENERAL: THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH UNDER SECTION 7.3, "UTILITY EXCAVATION, TRENCHING AND BACKFILLING," SECTION 7.4, "BORING AND JACKING," AND SECTION 7.5, "PIPE, FITTINGS, VALVES AND APPURTENANCES," AS WELL AS "STANDARD DETAILS-WATER DISTRIBUTION SYSTEMS."
- FIRE HYDRANTS: HYDRANTS SHALL COMPLY WITH AWWA STANDARD C202, "FIRE HYDRANTS FOR ORDINARY WATER WORKS SERVICE," AND SHALL BE EQUIPPED WITH A MINIMUM OF ONE PUMPER OUTLET NOZZLE 4 1/2 INCHES IN DIAMETER AND TWO HOSE NOZZLES 2 1/2 INCHES IN DIAMETER. THREADS, NOZZLE CAPS, OPERATING HANDS AND COLOR SHALL CONFORM TO CITY STANDARDS. UNITS SHALL BE TRAFFIC TYPE WITH BREAKABLE SAFETY CLIPS OR FLANGE, AND STEM WITH SAFETY COUPLING LOCATED BELOW BARREL BREAK LINE TO PRECLUDE VALVE OPENING. HYDRANTS SHALL BE DRY TOP TYPE. OUTLET NOZZLES SHALL BE ON THE SAME PLANE, WITH MINIMUM DISTANCE OF 18 INCHES FROM CENTER OF NOZZLES TO GROUND LINE. VALVE SHALL BE COMPRESSION TYPE WITH 5/8 INCHES MINIMUM OPENING UNLESS OTHERWISE REQUESTED AND SHOW INLET CONNECTION TO BE SIX INCHES MINIMUM.
 - HYDRANTS SHALL BE INSTALLED PLUMB AND IN TRUE ALIGNMENT WITH THE CONNECTION PIPES TO THE WATER MAIN. THEY SHALL BE SECURELY BRACED AGAINST THE END OF THE TRENCH (UNDISTURBED SOIL) WITH CONCRETE THRUST BLOCKS. THE GRAVEL OR CRUSHED STONE FOR THE DRAIN PUMP, FOLLOWED BY BACKFILLING, SHALL BE CAREFULLY PLACED AND COMPACTED. INSTALLED HYDRANTS SHALL BE PAINTED RED FOR THE FINAL COAT.
- HYDRANT PLACEMENT IS TO BE A MINIMUM OF SIX FEET AND A MAXIMUM OF NINE FEET FROM THE CURB OR PAVED ROAD SURFACE UNLESS OTHERWISE APPROVED. THE CENTER OF THE STEAMER PORT SHALL BE 18 INCHES MINIMUM AND 24 INCHES MAXIMUM ABOVE FINAL GRADE. STEAMER PORT SHALL BE CORRECTLY POSITIONED FOR THE PROPER CONNECTION, WITH THE APPROVAL OF THE CITY (WATER AND FIRE DEPARTMENT).
- JOINT RESTRAINING: PRESSURE PIPING FITTINGS AND OTHER ITEMS REQUIRING RESTRAINT, SHALL BE BRACED WITH 2,500 PSI CONCRETE THRUST BLOCKS OR OTHER RESTRAINING ASSEMBLIES. SAID RESTRAINING DEVICES SHALL BE DESIGNED FOR THE MAXIMUM PRESSURE CONDITION (TESTING) AND THE SAFE BEARING LOADS FOR HORIZONTAL THRUST, IF THRUST BLOCKING IS USED.

WATER SYSTEM CONSTRUCTION GENERAL NOTES

- MEGALUGS, SPLIT-RESTRAINED BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON ALL PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPHA THRUST RESTRAINT DESIGN GUIDELINES.
- WATER VALVES SHALL BE COMPLETELY OPENED BY THE CITY, IN THE PRESENCE OF THE CONTRACTOR, PRIOR TO FINAL ACCEPTANCE OF ANY NEW WATER SYSTEM.
- ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE MAIN NOZZLE SHOULD ALWAYS FACE THE STREET AND BE 18" - 22" ABOVE FINAL GRADE.
- HYDRANT LOCATION AND SPACING SHALL BE AS PER ARTICLE 7.13.2 OF THE LAND DEVELOPMENT CODE.

7.13. - WATER DISTRIBUTION SYSTEMS.

7.13.1. GENERAL: THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.

7.13.2. DESIGN STANDARDS.

- REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN OR PROJECTED. THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 135 GALLONS PER DAY PER CAPITA WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAY INSTANTANEOUS DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE BEST AVAILABLE DATA.
- WATER DISTRIBUTION SYSTEMS AND/OR WATER MAIN EXTENSIONS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FIRE PROTECTION REQUIREMENTS OF THE INSURANCE SERVICES OFFICE (NATIONAL BOARD OF FIRE UNDERWRITERS), AS STATED IN THEIR PUBLICATION "GUIDE FOR THE DETERMINATION OF REQUIRED FIRE FLOWS," IF NOT IN CONFLICT WITH THE FOLLOWING:
 - FIRE FLOWS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL PROVIDE A MINIMUM OF 600 GPM AT A 20 PSI RESIDUAL PRESSURE.



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Mount Dora Public Works

401 Limit Avenue, Mount Dora, FL

Project No:
1073

Revisions:

**90%
CONSTRUCTION
DOCUMENTS**

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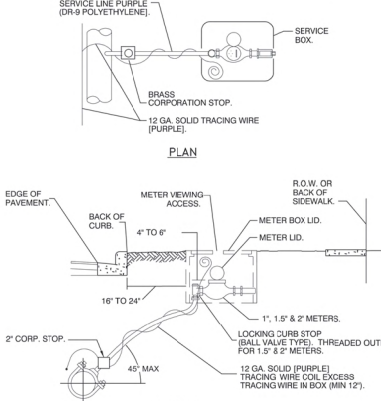
**Potable Water Details
- Mt. Dora**

C-22

6. SERVICE CONNECTIONS: CONNECTIONS TO WATER MAINS FOUR INCHES AND LARGER SHALL BE MADE BY DRILLING THE APPROPRIATE SIZE HOLE AND INSTALLATION OF SERVICE SADDLES, WITH SERVICES TO SMALLER SIZES ACCOMPLISHED BY IN-LINE FITTINGS. A FITTING WITH THE SERVICE LINE EXTENDED TO THE PROPERTY LINE OR EASEMENT LINE, PERPENDICULAR TO SAID LINE, AND TERMINATING WITH A PLUGGED CURB STOP AND METER BOX WITH STANDARD PLASTIC METER BOX WITH CAST IRON LID. CONCRETE BOXES SHALL BE USED IN HIGH TRAFFIC AREAS PENDING METER INSTALLATION. ON CURBED STREETS THE EXACT LOCATION FOR EACH INSTALLED SERVICE SHALL BE MARKED BY ETCHING OR CUTTING A "W" IN THE CONCRETE CURB AND PAINTED BLUE. WHERE NO CURB EXISTS OR IS PLANNED, LOCATIONS SHALL BE ADEQUATELY MARKED BY A ONE-HALF-INCH STEEL REBAR, THREE INCHES BELOW FINAL GRADE. 7.13.4 TESTING. 1. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL WATER DISTRIBUTION SYSTEMS, AS SET FORTH IN THE FOLLOWING AND SHALL CONDUCT SAID TESTS IN THE PRESENCE OF REPRESENTATIVES FROM THE CITY AND/OR OTHER AUTHORIZED AGENCIES, WITH 48 HOURS ADVANCE NOTICE PROVIDED, IN WRITING. 2. PIPING AND APPURTENANCES TO BE TESTED SHALL BE WITHIN SECTIONS BETWEEN VALVES, NOT EXCEEDING 200 FEET UNLESS ALTERNATE METHODS HAVE RECEIVED PRIOR APPROVAL FROM THE CITY. TESTING SHALL NOT PROCEED UNTIL CONCRETE THRUST BLOCKS ARE IN PLACE AND CURED, OR OTHER RESTRAINING DEVICES INSTALLED. ALL PIPING SHALL BE THOROUGHLY CLEANED AND FLUSHED PRIOR TO TESTING TO CLEAR THE LINES OF ALL FOREIGN MATTER. WHILE THE PIPING IS BEING FILLED WITH WATER, CARE SHALL BE EXERCISED TO PERMIT THE ESCAPE OF AIR FROM EXTREMITIES OF THE TEST SECTION, WITH ADDITIONAL RELEASE COCKS PROVIDED IF REQUIRED.	3. HYDROSTATIC TESTING SHALL BE PERFORMED AT 150 POUNDS PER SQUARE INCH PRESSURE, UNLESS OTHERWISE APPROVED BY THE CITY, FOR A PERIOD OF NOT LESS THAN TWO HOURS. TESTS SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWWA PROVISIONS FOR PVC-AWWA PUBLICATION M-23 AND FOR DIP-AWWA STANDARD C200, SECTION 4. THE ALLOWABLE RATE OF LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR DETERMINED BY THE FOLLOWING FORMULAS: $PVC\ DIP\ L = NDP\ 1/2$ $7450\ L = SDP\ 1/2$ $133,200$ FOR 150 PSI TEST: $L = 0.00165\ ND\ (P^2)$ FOR 150 PSI TEST: $L = 0.000982\ SD\ (DIP)$ $L =$ ALLOWABLE LEAKAGE IN GALLONS PER HOUR $N =$ NUMBER OF JOINTS IN SECTION TESTED $S =$ LENGTH OF PIPE TESTED, IN FEET $D =$ NOMINAL DIAMETER OF THE PIPE IN INCHES $P =$ AVERAGE TEST PRESSURE MAINTAINED DURING THE LEAKAGE TEST IMPOUNDS PER SQUARE INCH GAUGE. 4. THE TESTING PROCEDURE SHALL INCLUDE THE CONTINUED APPLICATION OF THE SPECIFIED PRESSURE TO THE TEST SYSTEM, FOR THE TWO-HOUR PERIOD, BY WAY OF A PIPE TAKING SUPPLY FROM A CONTAINER SUITABLE FOR MEASURING WATER LOSS. THE AMOUNT OF LOSS SHALL BE DETERMINED BY MEASURING THE VOLUME DISPLACED FROM SAID CONTAINER. 5. SHOULD THE TEST FAIL, NECESSARY REPAIRS SHALL BE ACCOMPLISHED BY THE CONTRACTOR AND THE TEST REPEATED UNTIL, WITHIN THE ESTABLISHED LIMITS, THE CONTRACTOR SHALL FURNISH THE NECESSARY LABOR, WATER, PUMPS, GAUGES AND ALL OTHER ITEMS REQUIRED TO CONDUCT THE REQUIRED WATER DISTRIBUTION SYSTEM TESTING AND PERFORM NECESSARY REPAIRS. 6. PIPE SECTIONS TO BE PRESSURE TESTED SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF 150 PSI FOR A DURATION OF TWO HOURS BY MEANS OF A PUMP.	7.13.5. DISINFECTING. FOLLOWING THE PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURES START. THE DISINFECTION SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS. COMPUTATION OF THE AMOUNTS OF CHLORINE TO BE USED FOR DISINFECTION SHOULD BE APPROVED BY THE CITY OR ITS ENGINEER CONSULTANT. 1. CARE SHALL BE TAKEN TO PROVIDE DISINFECTION TO THE TOTAL SYSTEM AND EXTREMITIES SHALL BE CAREFULLY FLUSHED PRIOR TO CHLORINATION. AFTER DISINFECTION AND FINAL FLUSHING HAVE BEEN ACCOMPLISHED, SAMPLES OF WATER FOR BACTERIOLOGICAL ANALYSIS SHALL BE COLLECTED AND SUBMITTED TO AND AS DIRECTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR OTHER APPROPRIATE APPROVAL AGENCY. SHOULD THESE SAMPLES OR SUBSEQUENT SAMPLES PROVE TO BE UNSATISFACTORY, THEN THE PIPING SHALL BE DISINFECTED UNTIL A SUFFICIENT NUMBER OF SATISFACTORY SAMPLES ARE OBTAINED. 2. THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND MATERIALS AND PERFORM THE WORK NECESSARY FOR THE DISINFECTING PROCEDURES, INCLUDING ADDITIONAL DISINFECTION AS REQUIRED. 3. CONTRACTOR SHALL PROVIDE THE CITY WITH 48 HOURS ADVANCED NOTICE OF DISINFECTION. 7.13.6. AS-BUILT RECORD DRAWINGS. THE DEVELOPER MUST PROVIDE ONE COMPLETE SET OF MYLARS AND FOUR COMPLETE SETS OF WHITE COPY PRINTS OF AS-BUILT RECORD DRAWINGS OF THE PROJECT, SHOWING ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIELD KNOWN LOCATIONS WITHIN THE DEVELOPMENT. THE AS-BUILT RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY THE PROJECT DESIGN ENGINEER ATTESTING TO THE ACCURACY OF THE LOCATIONS OF THE FACILITIES. THE AS-BUILT RECORD DRAWINGS ARE TO BE PROVIDED BEFORE THE CITY CAN ACCEPT THE IMPROVEMENTS.
POTABLE WATER GENERAL NOTES PW001-1G ISSUED: 2017 REVISED: --	POTABLE WATER GENERAL NOTES PW001-1H ISSUED: 2017 REVISED: --	POTABLE WATER GENERAL NOTES PW001-1I ISSUED: 2017 REVISED: --
STANDARD FIRE HYDRANT ASSEMBLY PW002-1 ISSUED: 2017 REVISED: --	FIRE HYDRANT COLOR IDENTIFICATION PW003-1 ISSUED: 2017 REVISED: JAN 2020	POTABLE WATER INDIVIDUAL ABOVE GROUND METER SET PW010-1 ISSUED: 2017 REVISED: --

		NOTES: 1. ALL DOMESTIC METERS TO BE COMPOUND OR FIRE LINE. 2. IRRIGATION METERS TO BE NEPTUNE HP TURBINE WITH STRAINER. 3. METERS SHALL BE NEPTUNE PROTECTUS II S/S METER WITH STRAINER. 4. METERS TO BE INSTALLED ABOVE GROUND. 5. BOLLARDS & CONCRETE COLLAR REQUIRED WHEN IN OR IMMEDIATELY ADJACENT TO TRAFFIC AREAS. 6. RPBP TO BE APCO.
GATE VALVE & BOX PW0012-1 ISSUED: 2017 REVISED: --	WET TAP SLEEVE & VALVE PW0013-1 ISSUED: 2017 REVISED: --	MASTER METER ASSEMBLY WITH BY-PASS & REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (RPBA) PW007-1 ISSUED: 2017 REVISED: --
NOTES: 1. HYDRANT MUST BE FULLY OPENED DURING USE. 2. METER AND BACKFLOW ASSEMBLY SUPPLIED BY CITY ONCE DEPOSIT IS PAID. 3. VALID FOR 1" AND 2" TEMPORARY METERS	TEMPORARY JUMPER DETAIL NOTES: 1) A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS. 2) THE DETAIL ON THE FOLLOWING PAGE IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS UP TO 10" DIAMETER (2.5 FPS MINIMUM VELOCITY), AND FOR FILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FLUSH, INSPECTION, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C 651, LATEST EDITION. THIS TAPPING SLEEVE AND EXTERIOR OF THE MAIN, TO BE TAPPED, SHALL BE DISINFECTED BY SPRAYING OR SWABING PER SECTION I OF AWWA C 651. 3) FLUSHING OF 10" DIAMETER AND LARGER WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE UNDER VERY CONTROLLED CONDITIONS IN THE PRESENCE OF CITY STAFF. CANNON FLUSHES MAY BE ALLOWED BUT MUST BE CONTROLLED CAREFULLY. CITY ENGINEER MUST APPROVE THE FLUSHING PLAN IN ADVANCE OF THE ACTUAL FLUSHING. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED: A. THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE CITY AND THE ENGINEER OF RECORD OR THEIR DESIGNEE TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE. B. THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT. • FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF EXISTING WATER MAINS. • ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE. • PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT. THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 PSI. • TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GREATER THAN 10 PSI. C. THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS. D. THE TIE-IN VALVE SHALL BE OPENED ONLY FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER. E. AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY. F. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. G. EXCEPT AS REQUIRED TO FLUSH THE LINES OR FOR LINES GREATER THAN 10" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES. H. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE TEMPORARY JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS. I. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE, FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.	NOTES: 1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3 FEET. 2. FULL BODY STAINLESS STEEL WRAP AROUND SADDLE. 3. PIPE INSTALLATION SHALL BE SUCH THAT THE AIRV IS LOCATED AT THE HIGHEST POINT IN THE MAINLINE SEGMENT. 4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATINGS AS SPECIFIED FOR STANDARD MANHOLES. 5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE. 6. COVER SHALL READ "WATER".
TEMPORARY METER INSTALLATION PW008-1 ISSUED: 2017 REVISED: --	TEMPORARY JUMPER CONNECTION NOTES (PAGE 1) PW009-1A ISSUED: 2017 REVISED: --	AIR RELEASE VALVE AND VALVE VAULT FOR WATER MAIN PW0014-1 ISSUED: 2017 REVISED: --



RECLAIMED WATER SYSTEM CONSTRUCTION GENERAL NOTES - THE CITY'S PUBLIC SERVICES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION. - DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID. - ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. - TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 85% (ASHTO T-180) IN PAVED AREAS AND 95% (ASHTO T-180) IN UNPAVED AREAS. - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 2 FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, WITH RESULTS PROVIDED TO THE CITY. - PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES. - ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" POLYETHYLENE TUBING. POLYBUTYLENE SHALL NOT BE ALLOWED. TUBING COLOR SHALL BE PURPLE. - ALL WATER SERVICE ENDINGS SHALL BE SECURED BY WIRE TO 2"X4" STAKES, APPROXIMATELY 1' 2" ABOVE GRADE, WITH "Y" BRANCHES AT THE GROUND LEVEL, OR MAY BE PLACED IN RECLAIMED WATER METER BOXES AS SUPPLIED BY THE CITY AT THE TIME OF FINAL SUB-DIVISION INSPECTION. - RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET. - AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS, PROVIDED ADEQUATE DOWNSTREAM VALVING EXISTS. - APPROVED WATER VALVE TYPES ARE THE FOLLOWING: - BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" DIAMETER. - STANDARD GATE VALVES 2" TO 12" DIAMETER, RESILIENT SEAT GATE VALVES (AWWA C-509) - BUTTERFLY VALVES GREATER THAN 12" DIAMETER (AWWA C-504) ONLY WITH WRITTEN CITY ENGINEER APPROVAL. - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR SIZE ON SIZE STAINLESS STEEL. - ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE. - AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.	Irrigation Systems  Sign shall be 12" x 18" with purple background. Storage Ponds & Lakes  Sign shall be 18" x 18" with purple background.
STANDARD CONSTRUCTION DETAIL GENERAL NOTES: RECLAIMED WATER RW001-1A ISSUED: 2017 REVISED: --	RECLAIMED WATER REQUIRED WARNING SIGNS RW006-1 ISSUED: 2017 REVISED: --
RECLAIMED WATER SYSTEM CONSTRUCTION GENERAL NOTES - ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE. - AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY. - ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 30 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS RATING OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY. - ALL RECLAIMED WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED, AND OTHERWISE TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. - RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900, MINIMUM CL-150 (DR-18) DUCTILE PIPE, PRESSURE CLASS RATING, STANDARD CEMENT LINING, UNLESS OTHERWISE APPROVED BY THE CITY. - UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC WORKS AND "AS-BUILT'S" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM. - ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR PANTONE PURPLE COLOR OR TAPE MARKINGS. - ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE-DOWN "TW" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR RECLAIMED WATER SHALL BE MARKED BY A "Y" SET INTO THE PAVEMENT. - RECLAIM WATER SERVICES SHOULD BE DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES, ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES NEED TO BE OFFSET, 1" SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 5.0 FEET. - ALL RECLAIMED WATER HOSE CONNECTIONS, HAND-OPERATED CONNECTIONS AND OUTLETS SHALL BE LOCKABLE CONTAINED IN UNDERGROUND SERVICES VAULTS AND SHALL BE APPROPRIATELY TAGGED OR LABELED TO WARN THE PUBLIC AND EMPLOYEES THAT THE WATER IS NOT INTENDED FOR DRINKING. ALL PIPING SHALL BE COLOR CODED, OR OTHERWISE MARKED, TO DIFFERENTIATE RECLAIMED WATER FROM POTABLE OR OTHER WATER. - PRIOR TO TAKING ANY RECLAIMED WATER LINES OUT OF SERVICE, THE CONTRACTOR SHALL NOTIFY THE CITY AND AFFECTED CUSTOMERS, IN WRITING, 48-HOURS PRIOR TO SHUTDOWN WITH CITY APPROVAL.	 PLAN PROFILE NOTES: - SERVICE BOX SHALL BE DFW QUALITY PRODUCTS NDS 1200 "RR, LAVENDER IN COLOR. - METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS. - SERVICE LINES SHALL NOT BE LESS THAN METER SIZE. - CASING OF SERVICE LINES IS REQUIRED UNDER PAVEMENT, USE SCH 40 PVC PIPE. 1" - 2" RECLAIMED WATER METERS SHALL BE NEPTUNE MODEL T-10 AND SHALL BE INSTALLED BY THE CITY. - RECLAIMED WATER METERS 2" AND LARGER SHALL BE NEPTUNE HP TURBINE METERS WITH STRAINERS.
STANDARD CONSTRUCTION DETAIL GENERAL NOTES: RECLAIMED WATER RW001-1B ISSUED: 2017 REVISED: --	RECLAIMED WATER COMMERCIAL SINGLE SERVICE CONNECTION RW005-1 ISSUED: 2017 REVISED: --



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Mount Dora Public Works

401 Limit Avenue, Mount Dora, FL

Project No:

1073

Revisions:

90% CONSTRUCTION DOCUMENTS

Issue Date:

09/15/2023

Drawn by:

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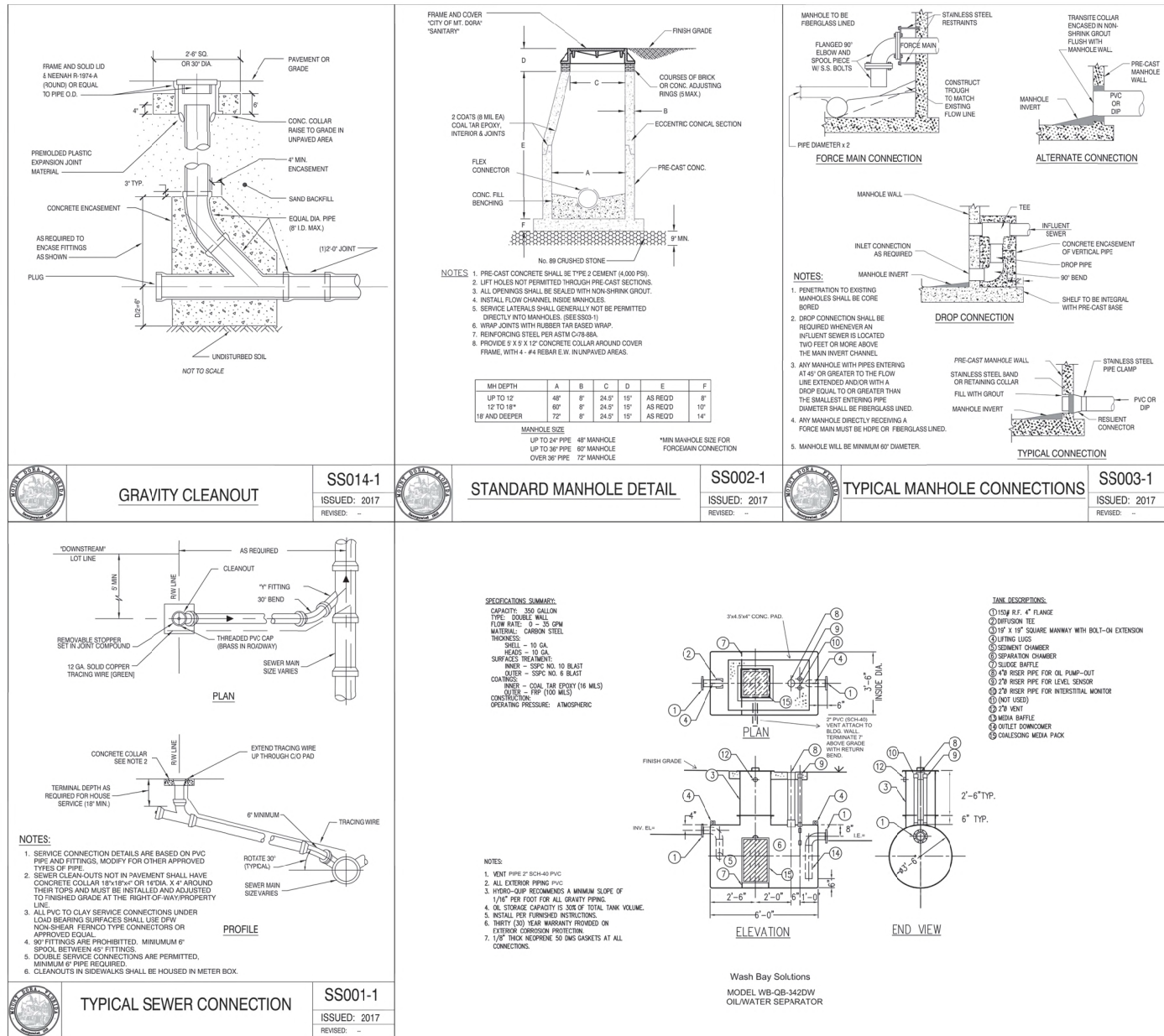
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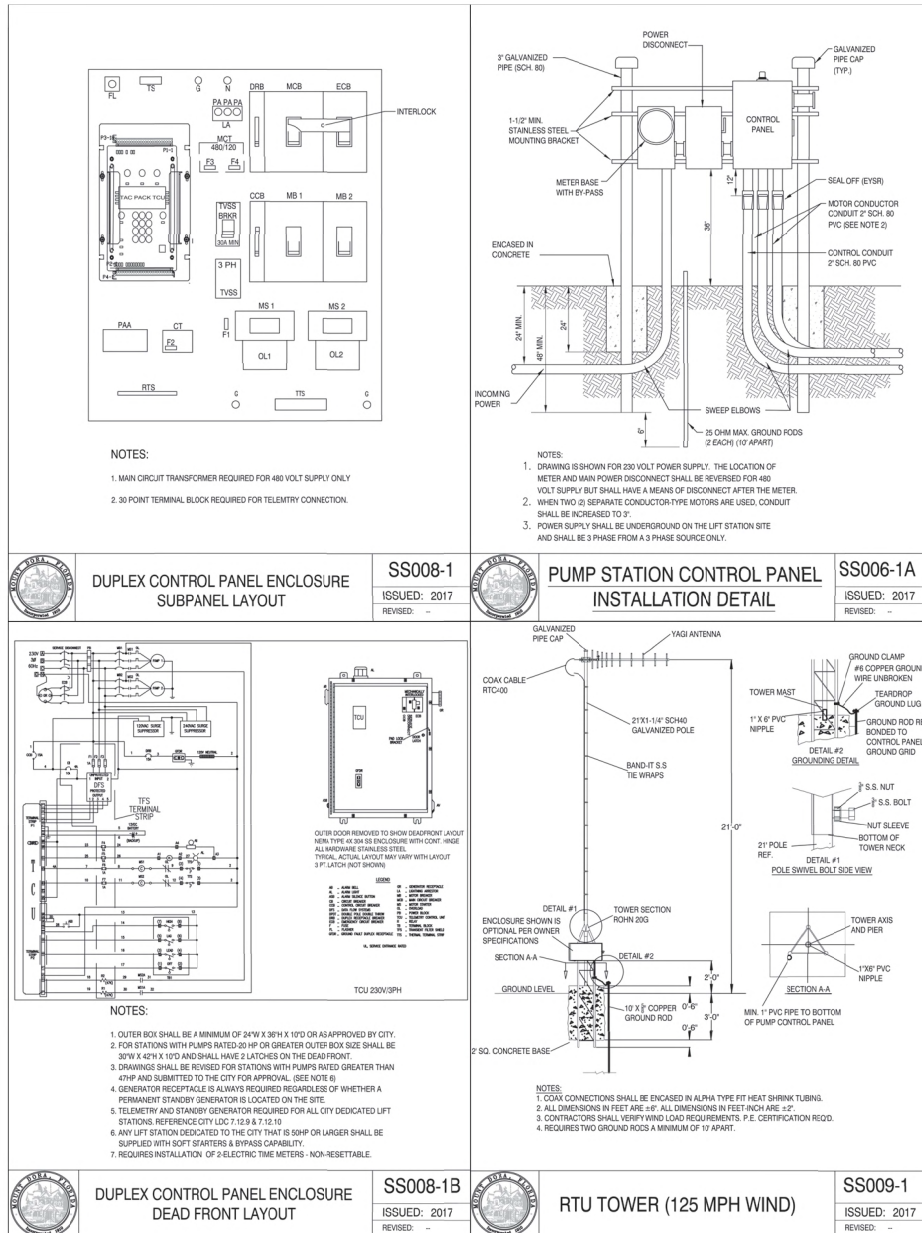
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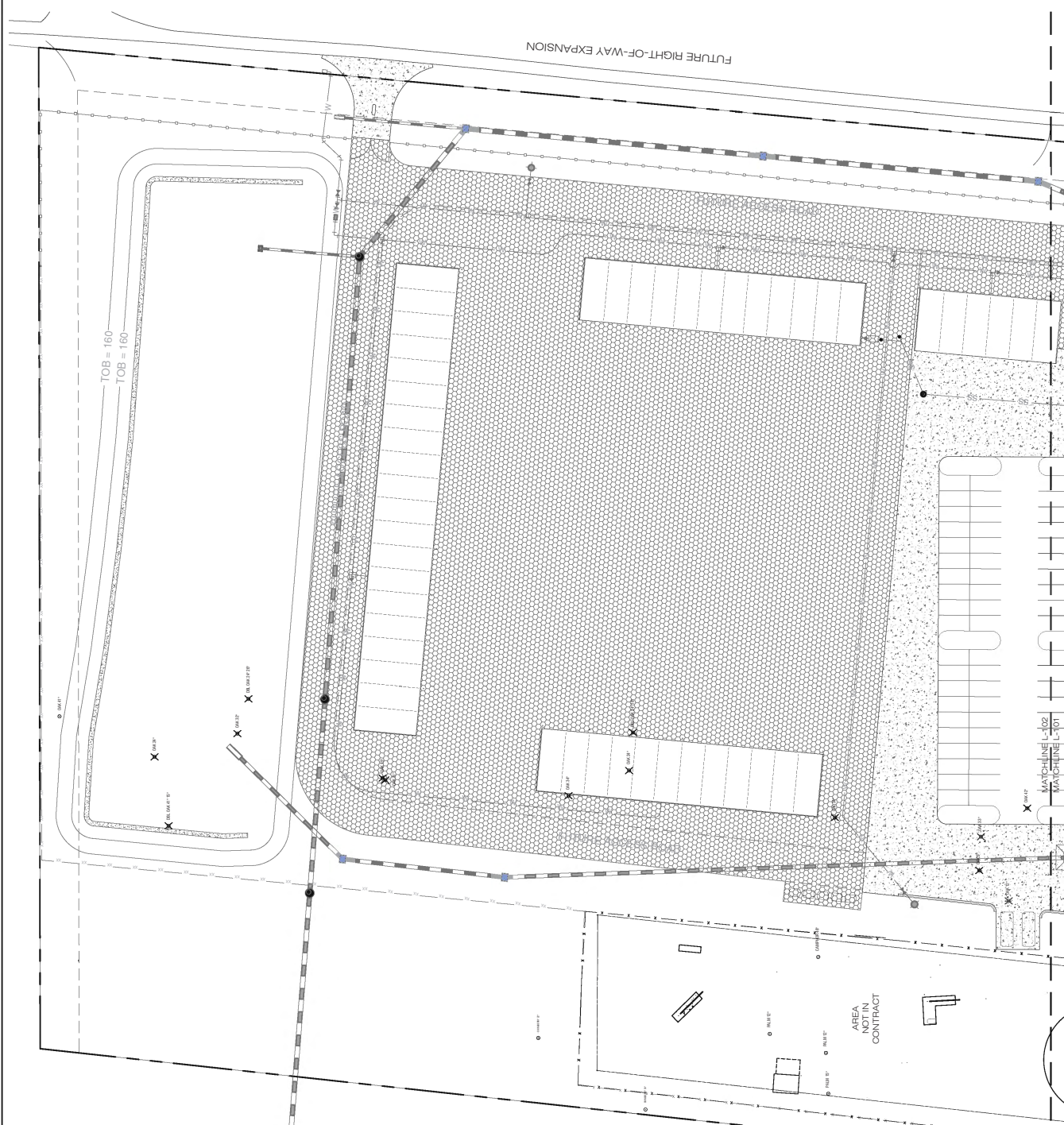
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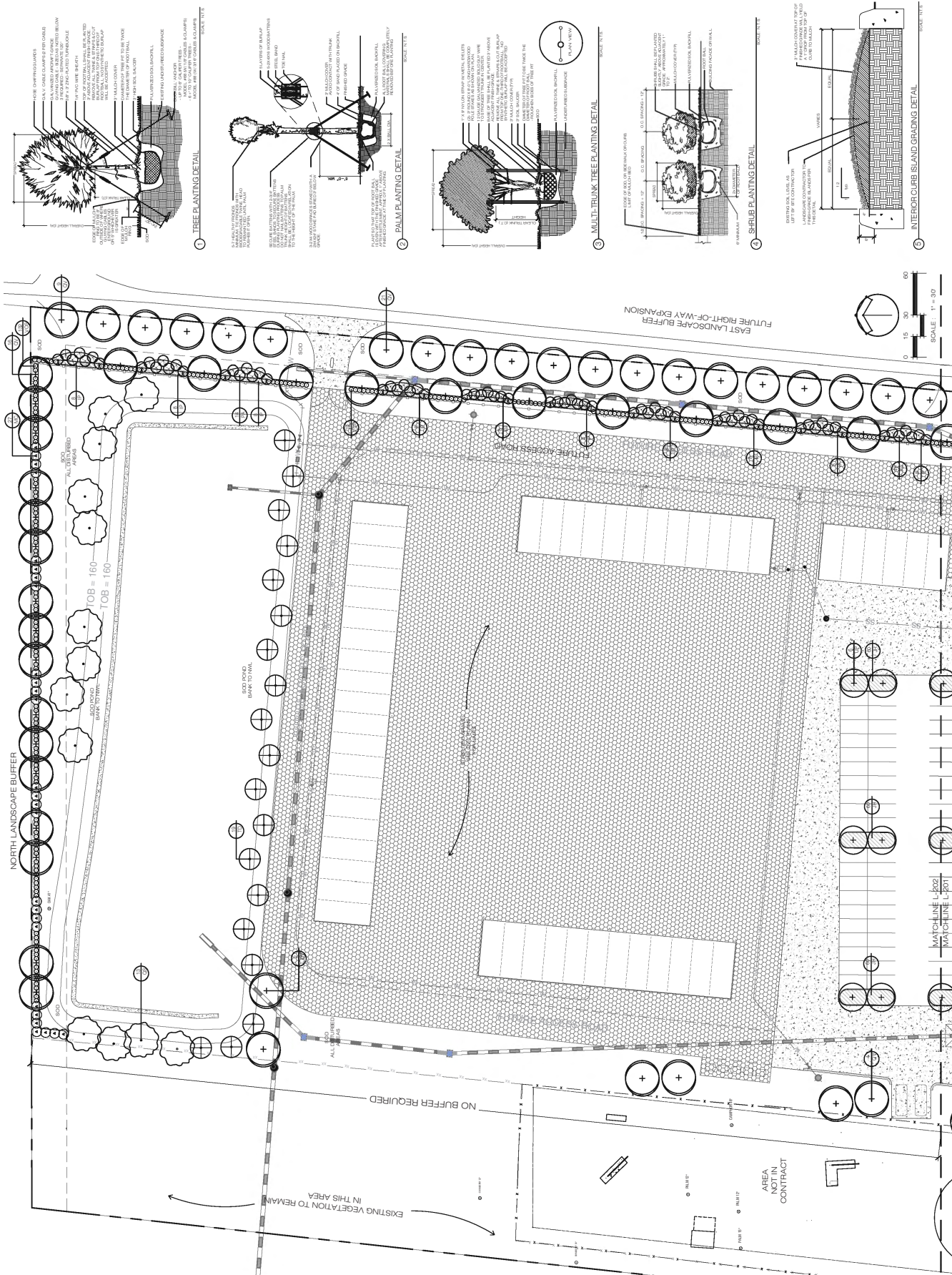
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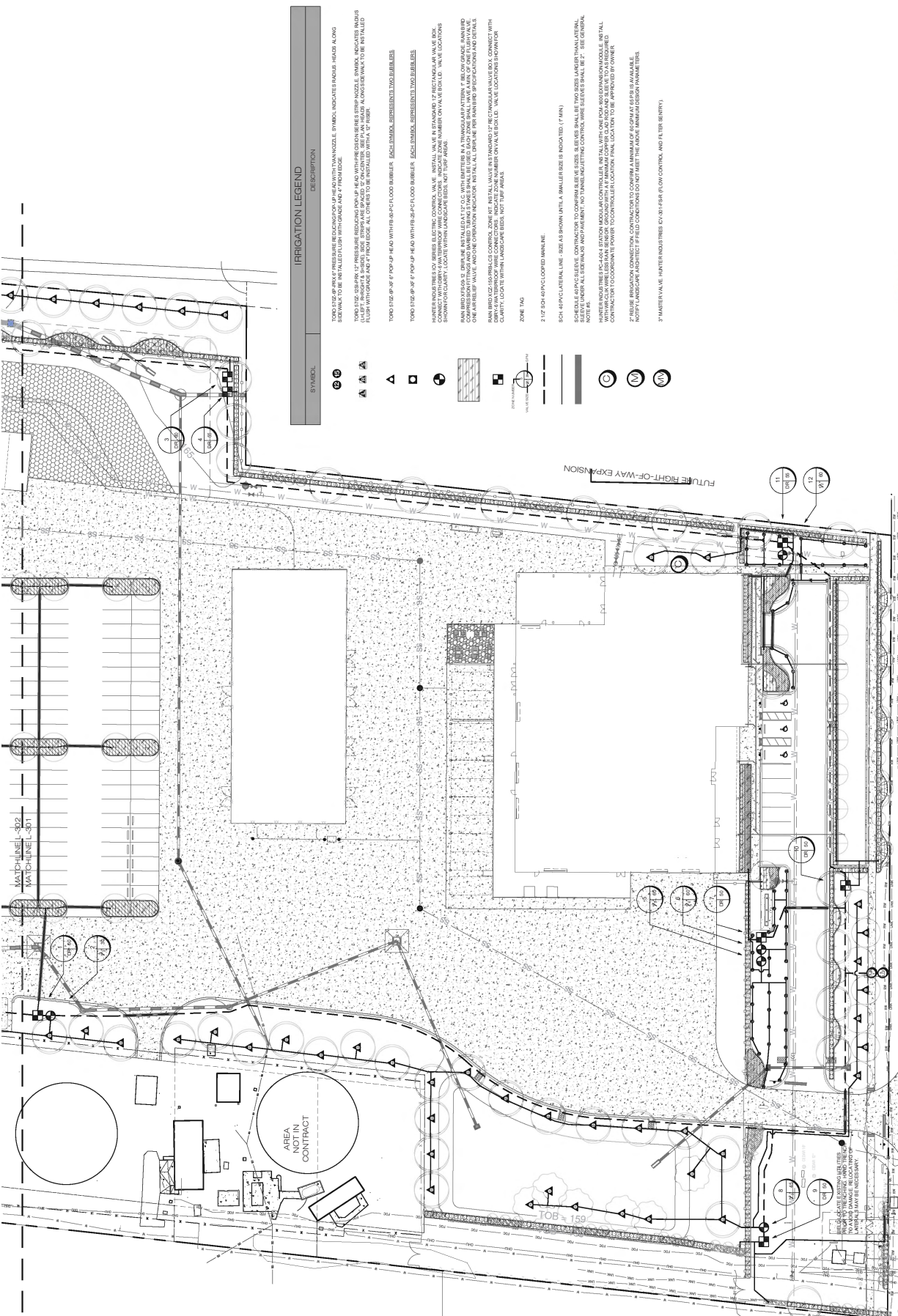




SCALE : 1" = 30'







SYMBOL	DESCRIPTION
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- 1" P, 1/2" P, 3/4" P, 1" P, 1 1/2" P, 2" P, 3" P, 4" P, 6" P, 8" P, 10" P, 12" P, 14" P, 16" P, 18" P, 20" P, 22" P, 24" P, 26" P, 28" P, 30" P, 32" P, 34" P, 36" P, 38" P, 40" P, 42" P, 44" P, 46" P, 48" P, 50" P, 52" P, 54" P, 56" P, 58" P, 60" P, 62" P, 64" P, 66" P, 68" P, 70" P, 72" P, 74" P, 76" P, 78" P, 80" P, 82" P, 84" P, 86" P, 88" P, 90" P, 92" P, 94" P, 96" P, 98" P, 100" P, 102" P, 104" P, 106" P, 108" P, 110" P, 112" P, 114" P, 116" P, 118" P, 120" P, 122" P, 124" P, 126" P, 128" P, 130" P, 132" P, 134" P, 136" P, 138" P, 140" P, 142" P, 144" P, 146" P, 148" P, 150" P, 152" P, 154" P, 156" P, 158" P, 160" P, 162" P, 164" P, 166" P, 168" P, 170" P, 172" P, 174" P, 176" P, 178" P, 180" P, 182" P, 184" P, 186" P, 188" P, 190" P, 192" P, 194" P, 196" P, 198" P, 200" P, 202" P, 204" P, 206" P, 208" P, 210" P, 212" P, 214" P, 216" P, 218" P, 220" P, 222" P, 224" P, 226" P, 228" P, 230" P, 232" P, 234" P, 236" P, 238" P, 240" P, 242" P, 244" P, 246" P, 248" P, 250" P, 252" P, 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PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORA

RECEIVED

By scottw at 9:28 am, Sep 05, 2023

Office Use Only:
Project # SP23-09

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

PlanDev@CityofMountDora.com

SITE PLAN APPLICATION

Date: 9/6/2023 Project Name: Mount Dora Public Works Facility

1. Site Address: 401 Limit Avenue, Mount Dora, FL
(Contact City Staff for New Address Assignments)
2. Applicant's Name: Steve Langley
Company's Name: Mount Dora Public Works Department
Address: 900 N Donnelly Street
City, State & Zip: Mount Dora, FL 32757
Phone: 352-735-7151 E-mail: LangleyS@ci.mount-dora.fl.us
3. Property Owner's Name(s): Steve Langley (City of Mount Dora)
Company's Name: City of Mount Dora
Address: 510 N Baker Street
City, State & Zip: Mount Dora, FL 32757
Phone: 352-735-7126 E-mail: LangleyS@ci.mount-dora.fl.us
4. Engineer's Name: Paul E. Ina, P.E.
Company's Name: CMT, Inc
Address: 7400 Baymeadows Way, Suite 220
City, State & Zip: Jacksonville, FL 32256
Phone: 904-448-5300 E-mail: pina@cmtengr.com
5. Landscape Architect's Name: Jonathan Daniels, RLA
Company's Name: Castle Bay Design+Studio
Address: 3000 N Ponce De Leon Blvd., Suite C
City, State & Zip: St. Augustine, FL 32084
Phone: 386-747-1370 E-mail: jonathan@castlebaydesignstudio.com
6. Architect's Name: Selene Ramirez-Barragan
Company's Name: Architects Design Group
Address: 333 North Knowles Avenue
City, State & Zip: Winter Park, FL 32789
Phone: 407-647-1706 E-mail: selener@adgusa.org

7. Briefly describe the property project and proposed use(s): Public works department adjacent to an existing water treatment plant.
8. Property is located on the following adjacent streets: Approximately 825' East of the intersection of N. Donnelly St. and Limit Ave.
9. Public or Private Roadways*: N/A
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*
10. Is this project within the Joint Planning Agreement boundaries? ☐ Yes ☒ No
11. Zoning District: PLI Future Land Use Category: Public Land Use/Institutions
12. Building Size Existing (SF): N/A Proposed (SF): Admin. Bldg. 29,010 SF
Mat. Storage 14,075 SF
13. Total (SF): 73,085 SF Rolling Assets 30,000 SF
14. Proposed Number of Seats: N/A
15. Size of property in Acres: 16.24 Developable Square Feet: 707,401.22 Developable
16. Number of structures to be built on the site: 6 (5 open-air storage structures, Non-occupied)
17. Height of structures(s): 36'-10" Maximum Building Stories: 1
18. Total square footage of impervious surface: 266,171.50 + 144,545.60 semi-impervious
19. The percentage of lot coverage: 13.1
20. Are vested rights being requested as part of this application?* ☐ Yes ☐ No
**If no, by signing this application you are waiving any future vested development rights on this property.*

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Steven G. Langley Digitally signed by Steven G. Langley
Date: 2023.09.05 07:55:37 -04'00'

Owner/Applicant Signature
Owner/Applicant Signature

9/5/2023
9/5/2023
Date
Date

GMP

December 05, 2023

City of Mount Dora Public Works Facility



CITY OF[™]
MOUNT
D O R A

Ajax

735 Primera Blvd., Suite 230

Lake Mary, FL 32746

www.ajaxbuilding.com

CGC042112



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EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Final Guaranteed Maximum Price (GMP) Proposal No. 2 for the Mount Dora Public Works Facility for consideration by City of Mount Dora. This Final GMP Proposal No. 2 represents the second of a total of two (2) cumulative GMP Proposals that are planned for this multi-GMP Project.

Included within this Final GMP Proposal No. 2 are cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This Final GMP Proposal No. 2, upon acceptance by City of Mount Dora, is intended to serve as the basis for an Amendment to the CM Contract, adding the next portion of work to the current contract.

Project Description

The project, covering 17.65 acres of land, consists of six pre-engineered metal buildings. One of which will contain offices and workspaces for public works, leisure services, logistics, construction management, and administrative services. The remaining buildings will provide covered storage for materials and rolling assets, fulfilling the project's intention of serving the operational and storage needs of the city.

Previously Accepted GMP Proposals

The following GMP Proposals have been previously accepted and are currently included in the Agreement between Ajax Building Company, LLC and the City of Mount Dora.

GMP Proposal No. 1 Early Equipment Procurement Package: Work included within this partial Guaranteed Maximum Price: Pre-Con General Conditions and General Requirements, Pre-Engineered Metal Building Allowance, Mechanical Allowance, Electrical Allowance, Sales Tax Allowance, Contingency, Builder's Risk, and Warranty, Construction Manager Fee, and Insurance and Bonds.

The current Contract Sum, inclusive of the previously accepted GMP Proposals and Contract Amendments to date, totals \$5,124,924.00.

Current GMP Proposal – Final GMP Proposal No. 2.

This is the second and final GMP Proposal for this project. This proposal includes and incorporates the previously approved GMP and adds the balance of work required to complete the Mount Dora Public Works Facility Project. Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the GMP Documents. The work included in this GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections II and IV of this proposal.

This Final GMP Proposal No. 2 totals \$21,873,617.00. Upon acceptance, the cumulative Contract Sum will be \$26,998,541.00 inclusive of this GMP Proposal, previously accepted GMP Proposals, and Contract Amendments to date.

Note: The GMP Proposals presented by Ajax Building Company, LLC are cumulative and are not independent of one another.



In addition to the base GMP Proposal, Ajax Building Company, LLC has provided pricing for various Alternates in Section IV-F of this proposal for consideration by City of Mount Dora. At this time, none of these Alternates are included within the base GMP Proposal. The following is a summary of the Alternates:

- Alternate No. 1 – Wall Metal Panels on Buildings C and D Add \$218,986.00

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of 13 months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- Substantial Completion February 20, 2025
- Final Completion March 20, 2025

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction February 14, 2024
- Top-Out of Building Structure June 12, 2024
- PEMB Roof Complete July 03, 2024
- Permanent Power August 29, 2024
- Owner Occupancy March 21, 2025

In order for construction activities to commence on February 14, 2024 as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete December 18, 2023
- CM Contract Amendment Executed December 22, 2023
- All Required Permits Issued January 02, 2024
- Notice to Proceed Issued January 03, 2024

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.



LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda



CONTRACT DRAWINGS

Entitled 100% Construction Documents dated 10/23/2023

<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>
	Cover and Index Sheets			
G-001	COVER SHEET	9/15/23	10/23/23	
G-002	INDEX SHEET	9/15/23	10/18/23	10/23/23
G-003	GENERAL ABBREVIATIONS, LEGENDS, AND SYMBOLS	9/15/23	10/23/23	
G-100	PROJECT CRITERIA	9/15/23	10/23/23	
G-101	LIFE SAFETY PLANS	9/15/23	10/23/23	
G-201	WALL TYPE DETAILS	9/15/23	10/18/23	10/23/23
	CIVIL			
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C-2	GENERAL NOTES	9/15/23	10/18/23	10/23/23
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C-4	SITE GEOMETRY PLAN	9/15/23	10/18/23	10/23/23
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C-6	POST-DEVELOPMENT DRAINAGE MAP	9/15/23	10/23/23	
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C-10	DETAILS – MISCELLANEOUS	9/15/23	10/18/23	10/23/23
C-11	DETAILS – MISCELLANEOUS	9/15/23	10/18/23	10/23/23
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Sheet	Description	Date	Revised	Revised
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C-22	POTABLE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
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S-105	FOUNDATION PLAN – BUILDING D	09/15/23	10/18/23	10/23/23
S-106	FOUNDATION PLAN – BUILDING E	09/15/23	10/18/23	10/23/23
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Sheet	Description	Date	Revised	Revised
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A-011	SITE DETAILS	09/15/23	10/23/23	10/23/23
A-012	SITE DETAILS	09/15/23	10/23/23	10/23/23
A-013	GENERATOR / CONDENSER YARD DETAILS	09/15/23	10/18/23	10/23/23
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A-102	BUILDING A – DIMENSION PLAN	09/15/23	10/18/23	10/23/23
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A-313	WALL SECTIONS	09/15/23	10/18/23	10/23/23
A-321	WALL SECTION DETAILS	09/15/23	10/18/23	10/23/23



Sheet	Description	Date	Revised	Revised
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A-835	BUILDING E – ELEVATIONS AND SECTIONS	09/15/23	10/18/23	10/23/23
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	FIRE PROTECTION			
F-001	FIRE PROTECTION SYMBOLS LEGEND	09/15/23	10/23/23	



Sheet	Description	Date	Revised	Revised
F-101	FIRE PROTECTION SITE PLAN	09/15/23	10/23/23	
F-201	FIRE PROTECTION PLAN – FIRST FLOOR WAREHOUSE	09/15/23	10/23/23	
F-401	FIRE PROTECTION – FIRE PUMP ROOM	09/15/23	10/23/23	
F-801	FIRE PROTECTION DETAILS	09/15/23	10/23/23	
	PLUMBING			
P-001	PLUMBING SYMBOLS LEGEND	09/15/23	10/23/23	
P-101	PLUMBING SITE PLAN	09/15/23	10/18/23	10/23/23
P-300	PLUMBING FLOOR PLAN – WAREHOUSE UNDERGROUND	09/15/23	10/18/23	10/23/23
P-301	PLUMBING FLOOR PLAN – WAREHOUSE 1 ST FLOOR	09/15/23	10/18/23	10/23/23
P-302	PLUMBING FLOOR PLAN – COVERED INVENTORY STORAGE	09/15/23	10/18/23	10/23/23
P-303	PLUMBING FLOOR PLAN – PEMB STORAGES	09/15/23	10/18/23	10/23/23
P-401	PLUMBING ENLARGED PLANS	09/15/23	10/18/23	10/23/23
P-501	PLUMBING RISER DIAGRAMS	09/15/23	10/18/23	10/23/23
P-701	PLUMBING SCHEDULES	09/15/23	10/18/23	10/23/23
P-801	PLUMBING DETAILS	09/15/23	10/23/23	
	MECHANICAL			
M-001	MECHANICAL SYMBOLS AND GENERAL NOTES	9/15/23	10/23/23	
M-201	MECHANICAL FLOOR PLAN – 1 ST FLOOR WAREHOUSE	9/15/23	10/18/23	10/23/23
M-601	MECHANICAL CONTROL DRAWINGS	9/15/23	10/18/23	10/23/23
M-701	MECHANICAL SCHEDULES	9/15/23	10/23/23	
M-801	MECHANICAL DETAILS	9/15/23	10/23/23	
M-802	MECHANICAL DETAILS	9/15/23	10/18/23	10/23/23
	ELECTRICAL			
E-001	ELECTRICAL SYMBOLS LEGEND	9/15/23	10/23/23	
E-101	ELECTRICAL SITE PLAN	9/15/23	10/18/23	10/23/23
E-102	LIGHTING SITE PLAN	9/15/23	10/23/23	
E-103	PHOTOMETRICS PLAN	9/15/23	10/23/23	
E-201	LIGHTING PLAN – WAREHOUSE 1 ST FLOOR	9/15/23	10/18/23	10/23/23
E-203	LIGHTING PLAN – COVERED INVENTORY STORAGE	9/15/23	10/18/23	10/23/23



Sheet	Description	Date	Revised	Revised
E-204	LIGHTING PLAN – PEMB STORAGE	09/15/23	10/18/23	10/23/23
E-301	POWER FLOOR PLAN – WAREHOUSE 1 ST FLOOR	09/15/23	10/18/23	10/23/23
E-302	POWER FLOOR PLAN – WAREHOUSE MECHANICAL	09/15/23	10/18/23	10/23/23
E-303	POWER FLOOR PLAN – COVERED INVENTORY STORAGE	09/15/23	10/18/23	10/23/23
E-304	POWER FLOOR PLAN – PEMB STORAGE	09/15/23	10/18/23	10/23/23
E-305	POWER ROOF PLAN – WAREHOUSE	09/15/23	10/18/23	10/23/23
E-401	ELECTRICAL ENLARGED PLANS	09/15/23	10/18/23	10/23/23
E-501	ELECTRICAL ONE-LINE DIAGRAMS	09/15/23	10/18/23	10/23/23
E-601	ELECTRICAL FEEDER SCHEDULE	09/15/23	10/18/23	10/23/23
E-701	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-702	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-703	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-801	ELECTRICAL DETAILS	09/15/23	10/23/23	
E-802	ELECTRICAL DETAILS	09/15/23	10/23/23	
E-803	ELECTRICAL DETAILS	09/15/23	10/23/23	
	TECHNOLOGY			
T-001	TECHNOLOGY LEGEND, NOTES, AND SHEET INDEX	09/15/23	10/23/23	
T-100	TECHNOLOGY SITE PLAN	09/15/23	10/23/23	
T-101	WAREHOUSE FLOOR PLAN – TECHNOLOGY	09/15/23	10/23/23	
T-102	COVERED INVENTORY STORAGE – TECHNOLOGY	09/15/23	10/23/23	
T-401	ENLARGED PLANS	09/15/23	10/23/23	
T-501	TECHNOLOGY RISER DIAGRAMS	09/15/23	10/23/23	
T-701	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-702	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-703	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-704	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-705	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-706	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-801	TECHNOLOGY SCHEDULES	09/15/23	10/23/23	



<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>
	INTERIOR			
ID-001	INTERIOR GENERAL NOTES AND DETAILS	09/15/23	10/23/23	
ID-101	INTERIOR FURNITURE PLAN – BUILDING A	09/15/23	10/23/23	
ID-102	INTERIOR FINISH PLAN – BUILDING A	09/15/23	10/23/23	
ID-201	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-202	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-203	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-204	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-205	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-206	INTERIOR RESTROOM PLAN – SCHEDULES	09/15/23	10/23/23	
ID-207	INTERIOR ELEVATIONS – RESTROOMS	09/15/23	10/23/23	
ID-301	INTERIOR FINISH LEGEND	09/15/23	10/23/23	
ID-302	INTERIOR FINISH SCHEDULE AND SHADE DETAILS	09/15/23	10/18/23	10/23/23
ID-401	INTERIOR DETAILS	09/15/23	10/23/23	
ID-402	INTERIOR DETAILS	09/15/23	10/23/23	
ID-403	INTERIOR DETAILS	09/15/23	10/23/23	
ID-501	INTERIOR SIGNAGE INSTALLATION PLAN	09/15/23	10/23/23	
ID-502	INTERIOR SIGNAGE NOTES	09/15/23	10/23/23	
ID-503	INTERIOR SIGNAGE SCHEDULE	09/15/23	10/23/23	
	(END OF CONTRACT DRAWINGS)			



PROJECT SPECIFICATIONS

Entitled 100% Construction Documents dated 10/23/2023

<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS			
00 31 32	GEOTECHNICAL DATA	77	09/15/23	10/23/23
00 01 10	TABLE OF CONTENTS	6	09/15/23	10/23/23
	DIVISION 01 – GENERAL REQUIREMENTS			
01 10 00	SUMMARY	5	09/15/23	10/23/23
01 25 00	SUBSTITUTION PROCEDURES	4	09/15/23	10/23/23
01 25 10	SUBSTITUTION REQUEST FORM	4	09/15/23	10/23/23
01 26 00	CONTRACT MODIFICATION PROCEDURES	3	09/15/23	10/23/23
01 29 00	PAYMENT PROCEDURES	6	09/15/23	10/23/23
01 31 00	PROJECT MANAGEMENT AND COORDINATION	14	09/15/23	10/23/23
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	11	09/15/23	10/23/23
01 32 33	PHOTOGRAPHIC DOCUMENTATION	4	09/15/23	10/23/23
01 33 00	SUBMITTAL PROCEDURES	10	09/15/23	10/23/23
01 40 00	QUALITY REQUIREMENTS	12	09/15/23	10/23/23
01 42 00	REFERENCES	10	09/15/23	10/23/23
01 50 00	TEMPORARY FACILITIES AND CONTROL	11	09/15/23	10/23/23
01 60 00	PRODUCT REQUIREMENTS	7	09/15/23	10/23/23
01 73 00	EXECUTION	12	09/15/23	10/23/23
01 77 00	CLOSEOUT PROCEDURES	7	09/15/23	10/23/23
01 78 23	OPERATION AND MAINTENANCE DATA	8	09/15/23	10/23/23
01 78 39	PROJECT RECORD DOCUMENTS	5	09/15/23	10/23/23
01 79 00	DEMONSTRATION AND TRAINING	7	09/15/23	10/23/23
	DIVISION 03 – CONCRETE			
03 11 00	CONCRETE FORMING	7	09/15/23	10/23/23
03 20 00	CONCRETE REINFORCING	4	09/15/23	10/23/23
03 30 00	CAST-IN-PLACE CONCRETE	25	09/15/23	10/23/23



03 35 45	SEALED CONCRETE FINISHING	5	09/15/23	10/23/23
	DIVISION 05 – METALS			
05 50 00	METAL FABRICATIONS	10	09/15/23	10/23/23
05 52 13	PIPE AND TUBE RAILINGS	8	09/15/23	10/23/23
	DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES			
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	5	09/15/23	10/23/23
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	9	09/15/23	10/23/23
06 64 00	PLASTIC PANELING	3	09/15/23	10/23/23
	DIVISION 07 – THERMAL AND MOISTURE PROTECTION			
07 21 00	BUILDING INSULATION	6	09/15/23	10/23/23
07 42 13	METAL COMPOSITE MATERIAL PANELS	10	09/15/23	10/23/23
07 62 00	SHEET METAL FLASHING AND TRIM	14	09/15/23	10/23/23
07 84 13	PENETRATION FIRESTOPPING	8	09/15/23	10/23/23
07 92 00	JOINT SEALANTS	9	09/15/23	10/23/23
	DIVISION 08 – OPENINGS			
08 11 13	HOLLOW METAL DOORS AND FRAMES	12	09/15/23	10/23/23
08 14 16	FLUSH WOOD DOORS	8	09/15/23	10/23/23
08 31 13	ACCESS DOORS AND FRAMES	3	09/15/23	10/23/23
08 33 23	OVERHEAD COILING DOORS	9	09/15/23	10/23/23
08 41 13	ALUMINUM-FRAMES ENTRANCES AND STOREFRONTS	11	09/15/23	10/23/23
08 56 59	SLIDING SERVICE AND TELLER WINDOW UNITS	4	09/15/23	10/23/23
08 56 60	FIXED SERVICE AND TELLER WINDOW UNITS	4	09/15/23	10/23/23
08 71 00	DOOR HARDWARE	36	09/15/23	10/23/23
08 80 00	GLAZING	15	09/15/23	10/23/23
08 91 19	FIXED LOUVERS	6	09/15/23	10/23/23
	DIVISION 09 – FINISHES			
09 22 16	NON-STRUCTURAL METAL FRAMING	10	09/15/23	10/23/23
09 29 00	GYPSUM BOARD	10	09/15/23	10/23/23
09 30 00	TILING	9	09/15/23	10/23/23
09 51 13	ACOUSTICAL PANEL CEILINGS	9	09/15/23	10/23/23



09 65 13	RESILIENT BASE AND ACCESSORIES	4	09/15/23	10/23/23
09 65 36	STATIC-CONTROL RESILIENT FLOORING	8	09/15/23	10/23/23
09 67 23	RESINOUS FLOORING SYSTEM	6	09/15/23	10/23/23
09 68 13	TILE CARPETING	8	09/15/23	10/23/23
09 91 00	PAINTING	8	09/15/23	10/23/23
	DIVISION 10 – SPECIALTIES			
10 14 19	DIMENSIONAL LETTER SIGNAGE	8	09/15/23	10/23/23
10 14 23	INTERIOR SIGNAGE	5	09/15/23	10/23/23
10 21 13	PLASTIC TOILET COMPARTMENTS	5	09/15/23	10/23/23
10 22 13	WIRE MESH PARTITIONS	7	09/15/23	10/23/23
10 22 33	ACCORDION FOLDING PARTITIONS	7	09/15/23	10/23/23
10 26 00	WALL PROTECTION	5	09/15/23	10/23/23
10 28 13	TOILET ACCESSORIES	5	09/15/23	10/23/23
10 41 16	EMERGENCY KEY CABINETS	3	09/15/23	10/23/23
10 44 00	FIRE PROTECTION SPECIALTIES	7	09/15/23	10/23/23
10 51 00	LOCKERS	6	09/15/23	10/23/23
10 56 13	METAL STORAGE SHELVING	5	09/15/23	10/23/23
10 73 16	ALUMINUM CANOPIES	4	09/15/23	10/23/23
10 75 16	GROUND-SET FLAGPOLES	4	09/15/23	10/23/23
	DIVISION 11 – EQUIPMENT			
11 13 19	STATIONARY LOADING DOCK EQUIPMENT	12	09/15/23	10/23/23
11 31 00	APPLIANCES	2	09/15/23	10/23/23
11 94 13	MISCELLANEOUS EQUIPMENT	2	09/15/23	10/23/23
	DIVISION 12 – FURNISHINGS			
12 24 13	ROLLER WINDOW SHADES	5	09/15/23	10/23/23
12 36 16	METAL COUNTERTOPS	3	09/15/23	10/23/23
12 36 61	SOLID SURFACE COUNTERTOPS	4	09/15/23	10/23/23
	DIVISION 13 – SPECIAL CONSTRUCTION			
13 34 19	METAL BUILDING SYSTEMS	30	09/15/23	10/23/23
	DIVISION 21 – FIRE SUPPRESSION			



21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	5	09/15/23	10/23/23
21 05 53	IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	5	09/15/23	10/23/23
21 11 00	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	10	09/15/23	10/23/23
21 13 13	WET-PIPE SPRINKLER SYSTEMS	11	09/15/23	10/23/23
21 13 16	DRY-PIPE SPRINKLER SYSTEMS	17	09/15/23	10/23/23
21 31 13	ELECTRIC DRIVE CENTRIFUGAL FIRE PUMP	6	09/15/23	10/23/23
21 34 00	PRESSURE MAINTENANCE PUMPS	4	09/15/23	10/23/23
21 39 00	CONTROLLERS FOR FIRE PUMP DRIVERS	7	09/15/23	10/23/23
	DIVISION 22 – PLUMBING			
22 05 00	COMMON WORK RESULTS FOR PLUMBING	9	09/15/23	10/23/23
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	4	09/15/23	10/23/23
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	6	09/15/23	10/23/23
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	9	09/15/23	10/23/23
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	6	09/15/23	10/23/23
22 07 00	PLUMBING INSULATION	20	09/15/23	10/23/23
22 11 16	DOMESTIC WATER PIPING	11	09/15/23	10/23/23
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	8	09/15/23	10/23/23
22 13 16	SANITARY WASTE AND VENT PIPING	13	09/15/23	10/23/23
22 13 19	SANITARY WASTE AND PIPING SPECIALTIES	12	09/15/23	10/23/23
22 13 23	SANITARY WASTE INTERCEPTORS	3	09/15/23	10/23/23
22 33 00	ELECTRIC DOMESTIC WATER HEATERS	6	09/15/23	10/23/23
22 10 00	PLUMBING FIXTURES	15	09/15/23	10/23/23
22 47 00	DRINKING FOUNTAINS AND WATR COOLERS	6	09/15/23	10/23/23
	DIVISION 23 – HVAC			
23 05 00	COMMON WORK RESULTS FOR HVAC	5	09/15/23	10/23/23
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	3	09/15/23	10/23/23
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	4	09/15/23	10/23/23
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7	09/15/23	10/23/23
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC	4	09/15/23	10/23/23



23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	2	09/15/23	10/23/23
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	15	09/15/23	10/23/23
23 07 13	DUCT INSULATION	12	09/15/23	10/23/23
23 07 19	HVAC PIPING INSULATION	11	09/15/23	10/23/23
23 31 13	METAL DUCTS	8	09/15/23	10/23/23
23 33 00	AIR DUCT ACCESSORIES	8	09/15/23	10/23/23
23 34 23	HVAC POWER VENTILATORS	5	09/15/23	10/23/23
23 36 00	AIR TERMINAL UNITS	4	09/15/23	10/23/23
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	4	09/15/23	10/23/23
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS	9	09/15/23	10/23/23
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	5	09/15/23	10/23/23
23 08 00	COMMISSIONING OF HVAC	10	09/15/23	10/23/23
	Division 26 – Electrical			
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	9	09/15/23	10/23/23
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7	09/15/23	10/23/23
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	12	09/15/23	10/23/23
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6	09/15/23	10/23/23
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	16	09/15/23	10/23/23
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	6	09/15/23	10/23/23
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	8	09/15/23	10/23/23
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	9	09/15/23	10/23/23
26 09 23	STAND ALONE LIGHTING CONTROL DEVICES	8	09/15/23	10/23/23
26 24 13	PANELBOARDS	10	09/15/23	10/23/23
26 27 26	WIRING DEVICES	10	09/15/23	10/23/23
26 28 13	FUSES	3	09/15/23	10/23/23
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	7	09/15/23	10/23/23
26 32 13	PACKAGED STANDBY DIESEL ENGINE GENERATOR	12	09/15/23	10/23/23
26 36 00	TRANSFER SWITCHES	11	09/15/23	10/23/23
26 43 13	SURGE PROTECTION DEVICES	11	09/15/23	10/23/23



26 51 00	INTERIOR LIGHTING	14	09/15/23	10/23/23
26 56 00	EXTERIOR LIGHTING	16	09/15/23	10/23/23
	DIVISION 27 – COMMUNICATIONS			
27 00 10	TECHNOLOGY GENERAL PROVISIONS	16	09/15/23	10/23/23
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	10	09/15/23	10/23/23
27 05 28	RACEWAYS FOR TECHNOLOGY	22	09/15/23	10/23/23
27 10 00	STRUCTURED CABLING SYSTEM	30	09/15/23	10/23/23
27 41 00	AUDIO / VISUAL SYSTEMS	17	11/14/23	
	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
28 10 00	ELECTRONIC SECURITY SYSTEMS	22	09/15/23	10/23/23
28 20 00	CLOSED CIRCUIT TELEVISION/VIDEO SURVEILLANCE SYSTEM	15	09/15/23	10/23/23
28 31 11	ADDRESSABLE FIRE-ALARM SYSTEMS	32	09/15/23	10/23/23
	DIVISION 31 - EARTHWORK			
31 11 00	SITE PREPARATION	2	09/15/23	10/23/23
31 23 00	EXCAVATION AND FILL	12	09/15/23	10/23/23
31 23 19	DEWATERING	5	09/15/23	10/23/23
21 23 33	TRENCHING AND BACKFILLING	10	09/15/23	10/23/23
31 25 00	EROSION AND SEDIMENT CONTROL (INCLUDING SWPPP)	74	09/15/23	10/23/23
31 31 16	TERMITE CONTROL	5	09/15/23	10/23/23
31 32 00	SOIL STABILIZATION	5	09/15/23	10/23/23
31 37 13	STONE RIPRAP	2	09/15/23	10/23/23
31 41 00	SHORING	7	09/15/23	10/23/23
	DIVISION 32 – EXTERIOR IMPROVEMENTS			
32 12 16	ASPHALT PAVING	4	09/15/23	10/23/23
32 13 13	CONCRETE PAVING	4	09/15/23	10/23/23
32 15 40	AGGREGATE SURFACE	3	09/15/23	10/23/23
32 17 13	PARKING BUMPERS	2	09/15/23	10/23/23
32 17 23	PAVEMENT MARKINGS	3	09/15/23	10/23/23
32 17 26	TACTILE WARNING SURFACING	3	09/15/23	10/23/23



32 31 00	FENCES AND GATES	4	09/15/23	10/23/23
32 31 13	CHAIN LINK FENCES AND GATES	15	09/15/23	10/23/23
32 31 19	DECORATIVE METAL FENCES AND GATES	10	09/15/23	10/23/23
32 90 00	PLANTING	8	09/15/23	10/23/23
	DIVISION 33 – UTILITIES			
33 01 10	DISINFECTION OF WATER SYSTEM	4	09/15/23	10/23/23
33 01 30	SEWER CLEANING, FLUSHING, AND CCTV	3	09/15/23	10/23/23
33 05 00	BURIED PIPE	15	09/15/23	10/23/23
33 05 05	UTILITY TESTING FORMS	8	09/15/23	10/23/23
33 05 13	MANHOLES AND STRUCTURES	6	09/15/23	10/23/23
33 05 61	MANHOLE COVERS	4	09/15/23	10/23/23
33 11 16	SITE WATER DISTRIBUTION	9	09/15/23	10/23/23
33 12 16	WATER UTILITY DISTRIBUTION VALVES	6	09/15/23	10/23/23
33 14 16	PUBLIC WATER UTILITY DISTRIBUTION PIPING	12	09/15/23	10/23/23
33 31 00	SEWERAGE PIPING	11	09/15/23	10/23/23
33 41 00	STORM UTILITY DRAINAGE PIPING	4	09/15/23	10/23/23
33 46 00	SUBDRAINAGE	3	09/15/23	10/23/23
	(END OF PROJECT SPECIFICATIONS)			



ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

<u>Addenda #</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
01	Addendum #01	25	10/18/23	
	(END OF ADDENDA)			



PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
1	AHU and CU Change	8/25/23	08/31/23	
2	Generator Output Breaker and ATS Size Change	9/20/23	09/25/23	
3	Acoustical Ceiling Tiles Grid System	9/22/23	09/26/23	
4	Ceiling Types in Corridors #141 and #142	9/22/23	09/26/23	
5	Ceiling Types in Corridors #120, #120A, and #120B	9/22/23	09/26/23	
6	Closed Transition Requirement	9/26/23	10/04/23	
7	Door Material	9/26/23	09/26/23	
8	Alternate Door Manufacturer	10/02/23	10/10/23	
9	Existing Fence and New Fence Threshold	10/04/23	10/10/23	
10	Horizontal Sliding Gates	10/04/23	10/10/23	
11	Fence Rails	10/04/23	10/11/23	
12	Oil Interceptors	10/11/23	10/10/23	
13	Nantucket Drawer Storage	10/18/23	10/19/23	
14	HDMI Cable at Televisions	10/18/23	10/30/23	
15	Warehouse Facing Walls	10/19/23	10/23/23	
16	Wall Type P7 – High Impact Board	10/19/23	10/25/23	
17	Metal Framing – Parapet	10/23/23	10/31/23	
18	Wire Mesh Security Fencing	10/24/23	10/25/23	
19	Exterior Warehouse Lighting	10/26/23	11/03/23	
20	Lighting Site Plan Scale	10/26/23	11/03/23	
21	Pole Mounted Fixtures	10/26/23	11/03/23	
22	Fixture Type OC	10/26/23	11/03/23	
23	Dual Channel Raceway	10/26/23	11/03/23	
24	Covered Storage Lighting	10/26/23	11/03/23	
25	Momentary Switch Lighting Control	10/26/23	11/03/23	
26	LENEL Security System	10/26/23	11/03/23	
27	CIP Retaining Wall	10/27/23	11/07/23	



<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
28	Speaker Specifications	10/27/23	11/02/23	
29	IC Stations	10/27/23	11/02/23	
30	Video Server	10/27/23	11/03/23	
31	CCTV Camera Site	10/27/23	11/02/23	
32	Hi-Lo Mixer Clarification	10/30/23	11/03/23	
33	Plumbing Fixture Schedule	10/30/23	11/03/23	
34	Roof Finishes	10/30/23	11/02/23	
35	Eye Wash Station	10/31/23	11/03/23	
36	Redi-Check Comments	11/02/23	11/02/23	
	(END OF PRE-BID RFI'S)			



OTHER DOCUMENTS

<u>Reference</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Geotechnical Report(s)			
	Geotechnical Exploration	76	04/09/21	07/21/23
	Boring Plan	1	04/02/21	
	Boundary, Topographic, and Tree Survey	5	03/09/20	01/12/22
	(END OF OTHER DOCUMENTS)			



BID PACKAGES AND BID PACKAGE ADDENDA

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
1.01	Site Survey	10/24/23
1.02	Material Testing	10/24/23
1.04	Final Cleaning	10/24/23
3.01	Concrete	10/24/23
5.01	Miscellaneous Steel	10/24/23
6.01	Casework and Millwork	10/24/23
8.01	Doors, Frames, and Hardware	10/24/23
8.02	Overhead Doors	10/24/23
8.03	Glass, Glazing, and Storefront	10/24/23
9.01	Framing and Drywall	10/24/23
9.02	Hard Tile	10/24/23
9.03	Carpet and Resilient Flooring	10/24/23
9.04	Acoustical Ceiling	10/24/23
9.09	Painting and Wallcovering	10/24/23
10.01	Miscellaneous Specialties	10/24/23
10.02	Signage	10/24/23
10.07	Operable Partitions	10/24/23
10.08	Walkway Covers and Canopies	10/24/23
10.13	Lockers	10/24/23
13.01	Pre-Engineered Metal Building	06/06/22
21.01	Fire Protection	10/24/23
22.01	Plumbing	10/24/23
23.01	HVAC with Controls	10/24/23
23.02	HVAC – Early Equipment	06/05/23
26.01	Electrical, Data, and Fire Alarm	10/24/23
26.03	Generator – Early Equipment	06/05/23
26.04	Electrical – Early Equipment	06/05/23



<u>BP No.</u>	<u>Description</u>	<u>Date</u>
31.01	Sitework and Utilities	10/24/23
32.03	Security Fencing and Gate	10/24/23
32.04	Landscaping and Irrigation	10/24/23
	(END OF BID PACKAGES)	

END OF DOCUMENT LIST



CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This Final GMP Proposal No. 2 has been prepared based on the following documents:
 - The Contract Drawings entitled 100% Construction Documents dated October 23, 2023 as prepared by Architects Design Group. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled 100% Construction Documents dated October 23, 2023 as prepared by Architects Design Group. Refer to Document List included in Section II of this proposal.
 - Addendum No. 01 prepared by Architects Design Group and their consultants, dated October 18, 2023, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 01 - 36 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager.
 - The Construction Manager's GMP Cost Report dated December 5, 2023.
 - The Construction Manager's Project Schedule dated November 30, 2023.
 - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that this Final GMP Proposal No. 2 will require reconciliation, either additive or deductive, for scope increased or decreased between this Final GMP Proposal No. 2 and the 100% Construction Documents.
- It is understood that various allowances are included in this Final GMP Proposal No. 2 as indicated in Section IV-E of this proposal. It is further understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- The value of liquidated damages for this project is established as \$500.00 per calendar day.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.
- This is the second and final GMP proposal for this project. This proposal includes and incorporates the previously approved GMP No.1 Early Equipment Procurement Package and adds the balance of the work required to complete the entire Mount Dora Public Works Facility project. This final GMP is made part of the work previously submitted in GMP No. 1 executed, dated 07/17/23, executed on 08/01/23. The value of this GMP No. 2 is \$21,873,617.00. The value of the previously approved GMP No. 1 is \$5,124,924.00. Upon execution, the total GMP for the project will equal \$26,998,541.00 and the overall substantial completion date of the entire project will be 02/20/25.

Scope of the GMP Proposal

- The scope of this Final GMP Proposal No. 2 consists of the following:
 - The Construction Manager's general conditions and general requirements for a period of 13 months.
 - Base Bid GMP – Includes the following scope of work:
 - The project, covering 17.65 acres of land, consists of six pre-engineered metal buildings. One of which will contain offices and workspaces for public works, leisure services, logistics, construction management, and administrative services. The remaining buildings will provide covered storage for materials and rolling assets, fulfilling the project's intention of serving the operational and storage needs of the city.



- Value Engineering– Various value engineering ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration in Section IV-D of this proposal. Those items noted as “Accepted” have been incorporated into this GMP Proposal. Those items noted as “Pending” are available for consideration. Those items noted as “Rejected” have previously been considered by the project team and were rejected.
- Alternates – The following “Alternates” have been priced and are offered for consideration as part of this proposal. Refer to Section IV-F of this proposal for a more detailed description and pricing for the alternates.
 - Alternate No. 1 – Wall Metal Panels on Buildings C and D
Add \$218,986.00 (Rejected)

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - This GMP Proposal includes the Construction Manager’s general conditions and general requirements for a period of thirteen (13) months.
 - We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
 - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
 - Aerial photographs have been included.
 - An allowance \$550,000.00 is included for building permits.
 - An allowance of \$80,000.00 is included for environmental permits, water and sewer system service charges, and impact/connection fees.
 - Tap fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
 - Costs related to a threshold inspector are not included.
 - Lab testing is included. Temporary utility services (water, sewer and electric) are included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
 - The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Construction Manager through the date of Substantial Completion at which time these utilities shall be transferred into the Owner’s name and become the responsibility of the Owner.
 - We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$975.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$3,250.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to



access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$27,000.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.

- We have included costs associated with the Construction Manager's management of the Textura pay application system for the duration of the project in the amount of \$5,500.00.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be \$910.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Temporary gravel, limerock, crushed concrete or asphalt millings is included for the stabilization of the construction entrances.
- Temporary jobsite fencing and gates are included as 6'-0" high mesh fencing.
- Silt fencing is included for areas where construction runoff and/or erosion may occur.
- One (1) each standard 4' x 8' project sign is included.
- Reproduction and distribution of Contract Documents for the purpose of construction is included.
- A site survey is included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of 49%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$225,353.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
 - The standard deductible for this policy is \$25,000.
 - The windstorm deductible for this policy is 2% Value at Risk at Time of Loss (VARTOL) / \$100,000 minimum.
 - The flood deductible for this policy is \$25,000.
 - The earthquake deductible for this policy is \$25,000.
 - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
 - "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use".
- The Builder's Risk and General Liability Policies do not cover existing construction or existing building components, therefore the Owner shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$8,533.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- A Construction Manager's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).



- To improve and/or accelerate the progress of the work.
- To improve the conditions of the work.
- For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
- To increase and/or supplement staff as necessary to effectively manage the project.
- To adjust the reimbursable general conditions in excess of the budget.
- An Owner's Contingency in the amount of \$50,000.00 is included.
- Based on current market volatility, an Escalation Allowance of \$50,000.00 is included. The purpose of this allowance is to reconcile the buyout after GMP award for costs associated with supply chain impacts subsequent to the buyout reconciliation change order. Specifically, Ajax has been notified of potential supply chain issues affecting both costs and availability of resources from multiple trade bidders, including but not limited to: Electrical, Data, & Fire Alarm, HVAC, and Pre-Engineered Metal Building.
- The pricing provided is guaranteed through January 5, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee is included at the rate of 3% of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- This GMP Proposal includes estimating services for the reconciliation of the GMP between the GMP Documents (refer to Section II of this proposal) and the 100% Construction Documents scheduled to be issued by the Architect on October 23, 2023. Preconstruction or estimating services beyond this GMP reconciliation are not included.
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- Due to the compressed nature of the project schedule and the need to expedite materials and equipment, it is extremely critical that a system be put in place to streamline the execution of these purchase orders by the Owner. This can be accomplished by 1) putting a system in place that will permit the Construction Manager to issue these purchase orders directly to vendors on behalf of the Owner (with copies to the Owner as they are issued), or 2) put a system in place within the Owner's Administration to ensure 24 hour turnaround time on the issuance of these purchase orders after receipt of the necessary information from the Construction Manager.
- Should the Owner elect to utilize the Direct Purchase Order process to save sales tax, the tax for actual purchases will be credited to the Owner. At the end of the Project, any refund for materials not purchased or surplus materials returned to suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Construction Manager and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the Owner.
- Some work of the GMP Proposal and the Project Schedule may include materials or products from China or other areas impacted by the Coronavirus, COVID-19 virus, or future concern. The GMP and Project Schedule do not account for and specifically exclude any disruptions, cost impacts or delays to the procurement or supply of such materials caused by the Coronavirus or COVID-19 outbreak. Additionally, the GMP and Project Schedule do not account for and specifically exclude any impacts that may be caused to the performance of the work resulting from labor shortages, shutdowns, work restrictions, travel restrictions, production inefficiencies, governmental regulations/guidance, or other causes resulting from the Coronavirus or COVID-19 outbreak.

Division 02 – Existing Conditions



- Clarifications, qualifications and assumptions related to Division 02:
 - We did not include any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
 - The water and runoff generated from construction operations will be contained on the project site. It is assumed that the water and/or runoff generated from demolition operations will not require collection, treatment or disposal.
 - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
 - We specifically exclude the relocation and/or reinstallation of any existing or temporary buildings, structures, etc.
 - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.

Division 03 – Concrete

- Clarifications, qualifications and assumptions related to Division 03:
 - Concrete work is included in Bid Package 3.01 - Concrete dated 10/24/23 and all subsequent addenda.
 - We exclude any special rebar finishes, galvanizing, or special chairs/supports.
 - We included polished concrete and epoxy coatings.

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
 - Metal work is included in Bid Package 5.01 - Miscellaneous Steel dated 10/24/23 and all subsequent addenda and ASI.
 - Structural Steel for canopies and overhead doors is included.
 - Miscellaneous and Fabricated Metals are included.

Division 06 – Wood, Plastics and Composites

- Clarifications, qualifications and assumptions related to Division 06:
 - Carpentry work is included in Bid Package 6.01 - Casework and Millwork dated 10/24/23 and all subsequent addenda and ASI.
 - FSC lumber has been excluded from this proposal.

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
 - Roofing is included in Bid Package 13.01 – Pre-Engineered Metal Building dated 06/06/22 and all subsequent addenda and ASI.

Division 08 – Openings

- Clarifications, qualifications and assumptions related to Division 08:
 - Doors, framing, and hardware are included in Bid Package 8.01 - Doors, Frames, and Hardware dated 10/24/23 and all subsequent addenda and ASI.
 - No mastic painting, asphalt painting, or back priming is included for hollow metal frames.



- No zinc-rich priming is included.
- No fire rating to be provided for the metal doors and frames and for wood doors.
- Finished Hardware is provided per contract documents and door schedule.
- Specialty doors are included in Bid Package 08.02 – Overhead Doors dated 10/24/23 and all subsequent addenda and ASI.
- Glass and glazing is included in Bid Package 08.03 – Glass, Glazing, and Storefront dated 10/24/23 and all subsequent addenda and ASI.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
 - Framing and Drywall is included in Bid Package 9.01 - Framing and Drywall dated 10/24/23 and all subsequent addenda and ASI.
 - Abuse resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - Mold/Mildew resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - Hard Tile is included per Bid Package 09.02 – Hard Tile dated 10/24/23 and all subsequent addenda and ASI.
 - No special tile patterns, mosaics, colors or shapes are included unless specified.
 - Carpet and Resilient Flooring is included in Bid Package 09.03 – Carpet and Resilient Flooring dated 10/24/23 and all subsequent addenda and ASI.
 - Accepted VE 09.03-07, RB-1 change 4" rubber base type TS to type TP, deduct (\$652.00).
 - Accepted VE 09.03-08, RB-2 change 6" rubber base type TS to type TP, deduct (\$146.00).
 - Acoustical Ceilings are included in Bid Package 09.04 – Acoustical Ceiling Tiles dated 10/24/23 and all subsequent addenda and ASI.
 - Painting is included in Bid Package 09.09 – Painting and Wallcovering dated 10/24/23 and all subsequent addenda and ASI.
 - No accent walls are included.
 - No painting is included for concealed areas or areas otherwise not exposed to view.

Division 10 – Specialties

- Clarifications, qualifications and assumptions related to Division 10:
 - Miscellaneous Specialties work is included in Bid Package 10.01 - Miscellaneous Specialties dated 10/24/23 and all subsequent addenda and ASI.
 - All items that are to be Owner Provide Owner Installed (OPOI) are excluded.
 - Accepted VE 10.01-01, Safco Flat File Product with (5) drawers in lieu of Nantucket Drawer Storage with (4) drawers, deduct (\$255.00).
 - Accepted VE 10.01-03, Utilize ASI Products in lieu of Bobrick, deduct (\$3,025.00).
 - Signage is included in Bid Package 10.02 – Signage dated 10/24/23 and all subsequent addenda and ASI.
 - Operable Partitions are included in Bid Package 10.07 – Operable Partitions dated 10/24/23 and all subsequent addenda and ASI.
 - An allowance in the amount of \$40,088.00 is included for Protective Covers and Canopies.

Division 12 – Furnishings

- Clarifications, qualifications and assumptions related to Division 12:
 - An allowance of \$110,231.00 is included for Racking.
 - It is understood that all FFE will be provided and installed by the City of Mount Dora.



Division 13 – Pre-Engineered Metal Building

- Clarifications, qualifications and assumptions related to Division 13:
 - Pre-Engineered Metal Building work is included in Bid Package 13.01 - Pre-Engineered Metal Building dated 06/06/22 and all subsequent addenda and ASI.

Division 21 – Fire Suppression

- Clarifications, qualifications and assumptions related to Division 21:
 - Fire Protection work is included in Bid Package 21.01 - Fire Protection dated 10/24/23 and all subsequent addenda and ASI.
 - The Architect/Engineer of Record shall provide all required fire protection system engineering documents for the project, including all engineering, calculations, analysis, and other data required to set forth the overall design requirements and provide sufficient direction to the construction manager for the layout and construction of the fire protection system(s) and shall be signed and sealed by the Engineer of Record and meet all requirements of the authority having jurisdiction. The construction manager's fire protection subcontractor shall provide all required fire protection system layout documents for the project, including layout, sizing, hydraulic calculations and other construction data that shall provide the requirements for the fabrication and installation of the fire protection system(s) and shall prepare and submit for review/approval, shop drawings and product data for the fire protection system(s) based upon the design documents provided by the Architect/Engineer of Record. Shop drawings and product data shall not require any additional engineering input, and shall not be required to be signed/sealed by a delegated engineer.

Division 22 – Plumbing

- Clarifications, qualifications and assumptions related to Division 22:
 - Plumbing work is included in Bid Package 22.01 - Plumbing dated 10/24/23 and all subsequent addenda and ASI.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - HVAC work is included in Bid Package 23.01 – HVAC with Controls dated 10/24/23 and all subsequent addenda and ASI.
 - The Trane AHU / CU equipment procured through Owner Direct Purchase after approval of GMP No.1 Early Equipment Procurement Package are included.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
 - Electrical work is included in Bid Package 26.01 - Electrical, Data, & Fire Alarm dated 10/24/23 and all subsequent addenda and ASI.
 - Secondary electrical service from the primary transformer to the building(s) and electrical service distribution thereafter is included. The Construction Manager assumes that the Owner's local utility company will install the primary electrical service from the utility company's infrastructure to the on-site transformer, including furnishing and installing the primary transformer and related housekeeping pad.



- Jacking, boring, or directional drilling is not included for new or relocated utilities.
- J-hooks and cable hooks, as required by others for the installation of telephone, data, security, etc. are specifically excluded.
- The ABB switchgear procured through Owner Direct Purchase after approval of GMP No. 1 Early Equipment Procurement Package is included.
- The Generac generator procured through Owner Direct Purchase after approval of GMP No. 1 Early Equipment Procurement Package is included.

Division 31 – Earthwork & Utilities

- Clarifications, qualifications and assumptions related to Division 31:
 - Sitework and Utilities work is included in Bid Package 31.01 - Sitework and Utilities dated 10/24/23 and all subsequent addenda and ASI.
 - We have not included any milling and/or resurfacing of existing roadways, parking lots, or drives surrounding and/or outside the project site.
 - It is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.

Division 32 – Site Improvements

- Clarifications, qualifications and assumptions related to Division 32:
 - Fencing work is included in Bid Package 32.03 – Security Fencing and Gates dated 10/24/23 and all subsequent addenda and ASI.
 - Landscaping work is included in Bid Package 32.04 – Landscape and Irrigation dated 10/24/23 and all subsequent addenda and ASI.
 - Accepted VE 32.04-02, provide 200 tree bubblers flex in lieu of 6" pop up heads, deduct (\$2,428.00).

General Notes

- General clarifications, qualifications and assumptions related to the Final GMP Proposal No. 2:
 - In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved, and/or the building envelope being fully enclosed.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
 - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL



PUBLIC WORKS FACILITY

FINAL GMP PROPOSAL

December 5, 2023

COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the Final GMP Proposal No. 2 is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

This Final GMP Proposal No. 2 for the Mount Dora Public Works Facility totals \$21,873,617.00. Upon acceptance, the cumulative Contract Sum will be \$26,998,541.00 inclusive of this Final GMP Proposal No. 2, previously accepted GMP Proposal, and the Contract Amendments to date.

The pricing provided is guaranteed through January 5, 2024 or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Following is a summary of current contract amounts:

GMP No. 1 Early Equipment Procurement Package	\$5,124,924.00
Final GMP No. 2 (This Document & Basis of Amendment)	\$21,873,617.00
Total Project Cost	\$26,998,541.00

In addition to the Final GMP Proposal No. 2, Ajax Building Company, LLC has provided pricing for various "Value Engineering" and "Alternates" for consideration by City of Mount Dora, included in Sections IV-D and IV-F respectively. At this time, only those Value Engineering and Budget Options noted as accepted have been incorporated into the GMP Proposal, and no Alternates have been incorporated into the GMP Proposal.

Cost Management Recap



Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F
Estimator: AJAX ESTIMATIN
Primary Project Qty:73541 :
Secondary Project Qty: C
Estimate UM: Imperi:

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 01300.000 GENERAL CONDITIONS		\$27,804
Total Major Item Code 01300.300 GENERAL REQUIREMENTS		\$4,500
Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES		\$3,967,000
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		\$153,089
Total Major Item Code 26000.000 ELECTRICAL WORK		\$257,538
Total Major Item Code 36000.000 BONDS & INSURANCE		\$98,038
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES		\$101,698
Total Major Item Code 80000.000 CONTINGENCY		\$251,345
Total Major Item Code 90000.000 OVERHEAD & FEE		\$263,912
Total Sec B1 EARLY GMP		\$5,124,924

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F

Estimator: AJAX ESTIMATIN

Primary Project Qty:73541 \$

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
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Total Major Item Code 01300.000		\$988,646
GENERAL CONDITIONS		
Total Major Item Code 01300.300		\$1,266,166
GENERAL REQUIREMENTS		
Total Major Item Code 01900.000		\$114,021
MISCELLANEOUS ITEMS		
Total Major Item Code 03000.000		\$3,453,048
CONCRETE WORK		
Total Major Item Code 05000.000		\$125,275
STRUCTURAL STEEL, JOISTS, & DECK		
Total Major Item Code 06400.000		\$193,117
ARCHITECTURAL WOODWORK		
Total Major Item Code 07400.000 ROOFING		\$75,165
& SIDING PANELS		
Total Major Item Code 08000.000 BASIC		\$277,580
DOOR & WINDOW MATERIALS &		
METHODS		
Total Major Item Code 08300.000		\$192,721
SPECIALTY DOORS		
Total Major Item Code 08400.000		\$259,169
ENTRANCES & STOREFRONTS		
Total Major Item Code 09100.000 GYP		\$699,776
BOARD, PLASTER, & STUCCO SYSTEMS		
Total Major Item Code 09300.000 TILE		\$60,967
Total Major Item Code 09500.000 CEILINGS		\$118,903
Total Major Item Code 09600.000 FINISHED		\$184,743
FLOORING		
Total Major Item Code 09900.000 PAINTS &		\$158,115
COATINGS		
Total Major Item Code 10000.000		\$584,043
MISCELLANEOUS BUILDING SPECIALTIES		
Total Major Item Code 12000.000 BUILDING		
FURNISHINGS		
Total Major Item Code 13120.000		\$103,879
PRE-ENGINEERED STRUCTURES		
Total Major Item Code 21000.000 FIRE		\$366,713
SUPPRESSION SYSTEMS		
Total Major Item Code 22000.000		\$510,120
PLUMBING WORK		
Total Major Item Code 23000.000 HEATING,		\$710,410
VENTILATION, & AIR CONDITIONING		
Total Major Item Code 26000.000		\$2,811,568
ELECTRICAL WORK		
Total Major Item Code 31000.000		\$5,383,060
SITEWORK		
Total Major Item Code 32000.000 SITE		\$1,048,167
IMPROVEMENTS		
Total Major Item Code 36000.000 BONDS &		\$460,202
INSURANCE		

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F
Estimator: AJAX ESTIMATIN
Primary Project Qty:73541 :
Secondary Project Qty: C
Estimate UM: Imperi:

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
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Total Major Item Code 37000.000 WARRANTIES		\$8,533
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES		-\$76,767
Total Major Item Code 50000.000 ESCALATION COST		\$50,000
Total Major Item Code 80000.000 CONTINGENCY		\$597,633
Total Major Item Code 90000.000 OVERHEAD & FEE		\$1,148,644
Total Sec B2 FINAL GMP		\$21,873,617

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F

Estimator: AJAX ESTIMATIN

Primary Project Qty:73541 \$

Secondary Project Qty: C

Estimate UM: Imperi:

Report includes Taxes & Insurance.

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12/5/2023

Description	Unit\$	Total \$
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ESTIMATE TOTALS		\$26,998,541



Cost Management Detail

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL
Estimator: AJAX ESTIMATING
Primary Project Qty: 73541 SF
Secondary Project Qty: 0
Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

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Description	Quantity	Unit \$	Total \$

Sec B1 EARLY GMP

Major Item Code 01300.000 GENERAL CONDITIONS

Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Precon Early Release Package - Operations Manager 1.00 LS 1,232.00 1,232.00

Precon Early Release Package - Project Manager 1.00 LS 15,496.00 15,496.00

Precon Early Release Package - Project Engineer 1.00 LS 9,466.00 9,466.00

Precon Early Release Package - Project Administrator 1.00 LS 1,610.00 1,610.00

Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Total Major Item Code 01300.000 GENERAL CONDITIONS

\$27,804

Major Item Code 01300.300 GENERAL REQUIREMENTS

Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Precon Early Release Package - Reimbursables 1.00 LS 4,500.00 4,500.00

Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Total Major Item Code 01300.300 GENERAL REQUIREMENTS

\$4,500

Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Pre - Con Early Release BP13.01 Warehouse 1.00 EACH 2,475,800.00 2,475,800.00

Pre - Con Early Release BP13.01 Storage Buildings 1.00 EACH 1,357,400.00 1,357,400.00

Pre - Con Early Release BP13.01 Miscellaneous Allowance 1.00 EACH 133,800.00 133,800.00

Total Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES

\$3,967,000

Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING

Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC

Pre - Con Early Release BP23.02 HVAC AHU / CU (GMP 1) 1.00 LS 139,172.00 139,172.00

Pre - Con Early Release BP23.02 HVAC Allowance 1.00 ALLW 13,917.00 13,917.00

Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC

Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING

\$153,089

Major Item Code 26000.000 ELECTRICAL WORK

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty:73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
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Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL

Pre - Con Early Release BP26.02 Generator	1.00 LS	170,985.00	170,985
Pre - Con Early Release Electrical Allowance	1.00 ALLW	6,314.00	6,314
Pre - Con Early Release BP26.04 Switchgear	1.00 LS	63,140.00	63,140
Pre - Con Early Release Electrical Allowance	1.00 ALLW	17,098.50	17,099

**Total Minor Item Code 26050.000
COMMON WORK RESULTS FOR
ELECTRICAL**

\$257,538

**Total Major Item Code 26000.000
ELECTRICAL WORK**

\$257,538

Major Item Code 36000.000 BONDS & INSURANCE

Minor Item Code 36000.000 BONDS & INSURANCE

Pre - Con Early Release Performance & Payment Bond	1.00 LS	43,245.00	43,245
Pre - Con Early Release General Liability Insurance	1.00 LS	54,793.00	54,793

**Total Minor Item Code 36000.000 BONDS
& INSURANCE**

\$98,038

**Total Major Item Code 36000.000 BONDS &
INSURANCE**

\$98,038

Major Item Code 40000.000 DESIGN/CONSULTANTS FEES

Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES

Sales Tax Allowance	1.00 ALLW	101,698.00	101,698
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**Total Minor Item Code 40000.000
DESIGN/CONSULTANT'S FEES**

\$101,698

**Total Major Item Code 40000.000
DESIGN/CONSULTANTS FEES**

\$101,698

Major Item Code 80000.000 CONTINGENCY

Minor Item Code 80000.000 CONTINGENCY

CM Contingency	1.00 ALLW	251,345.00	251,345
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**Total Minor Item Code 80000.000
CONTINGENCY**

\$251,345

**Total Major Item Code 80000.000
CONTINGENCY**

\$251,345

Major Item Code 90000.000 OVERHEAD & FEE

Minor Item Code 90000.000 OVERHEAD & FEE

Construction Manager's Fee	1.00 LS	263,912.00	263,912
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**Total Minor Item Code 90000.000
OVERHEAD & FEE**

\$263,912

**Total Major Item Code 90000.000 OVERHEAD
& FEE**

\$263,912

Total Sec B1 EARLY GMP

\$5,124,924

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty: 73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

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12/5/2023

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Sec B2 FINAL GMP**Major Item Code 01300.000 GENERAL CONDITIONS****Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS**

Project Executive	52.00 WEEK	200.00	10,400
Project Executive Vehicle Allowance	13.00 MO	80.25	1,043
Operations Manager	56.00 WEEK	975.95	54,653
Operations Manager Vehicle Allowance	13.00 MO	187.25	2,434
Project Manager	56.00 WEEK	4,154.81	232,669
Project Manager Vehicle Allowance	13.00 MO	900.00	11,700
General Superintendent	56.00 WEEK	975.95	54,653
General Superintendent Vehicle Allowance	13.00 MO	187.25	2,434
Full Time Project Superintendent	56.00 WEEK	4,097.50	229,460
Asst. Superintendent #1	56.00 WEEK	2,579.19	144,435
Full Time Project Engineer #1	56.00 WEEK	2,291.62	128,331
Full Time Project Engineer #1 Vehicle Allowance	13.00 WEEK	300.00	3,900
Project Accountant	56.00 WEEK	399.32	22,362
Jobsite Secretary	56.00 WEEK	1,460.20	81,771
Home Office Secretary	56.00 WEEK	150.00	8,400

Total Minor Item Code 01300.000**ADMINISTRATIVE REQUIREMENTS****\$988,646****Total Major Item Code 01300.000 GENERAL CONDITIONS****\$988,646****Major Item Code 01300.300 GENERAL REQUIREMENTS****Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION**

Per Diem Expenses	13.00 MO	2,500.00	32,500
Travel Expenses	13.00 MO	1,070.00	13,910

Total Minor Item Code 01310.000**TRAVEL, PER DIEM, & RELOCATION****\$46,410****Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION**

Progress Photographs	13.00 MO	37.45	487
Video Taping	2.00 MO	250.00	500
Project Camera	13.00 MO	35.00	455
Aerial Photographs (Digital)	13.00 MO	125.00	1,625
Construction Schedule - P6	13.00 MO	75.00	975

Total Minor Item Code 01320.000**CONSTRUCTION PROGRESS****\$4,042****DOCUMENTATION****Minor Item Code 01350.000 SPECIAL PROCEDURES**

Bid Advertisements	1.00 LS	1,337.50	1,338
Document Management & PM Controls Services	1.00 LS	27,000.00	27,000
MIS Services/Data Processing	13.00 MO	250.00	3,250
Microsoft Teams/Sharefile	13.00 MO	70.00	910
Bid Packages	32.00 EACH	53.50	1,712
Project Manuals	5.00 EACH	160.50	803
Open Space	1.00 LS	5,000.00	5,000
Textura	1.00 LS	5,500.00	5,500

Sort Sequences:

1. Sec
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3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty: 73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

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Description	Quantity	Unit \$	Total \$
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Total Minor Item Code 01350.000**\$45,512****SPECIAL PROCEDURES****Minor Item Code 01410.000 REGULATORY REQUIREMENTS**

Building Permits Allowance	1.00	ALLW	550,000.00	550,000
Environmental Permits Allowance	1.00	ALLW	25,000.00	25,000
Water System Service Charges Allowance	1.00	ALLW	15,000.00	15,000
Sewer System Service Charges Allowance	1.00	ALLW	15,000.00	15,000
Impact/Connection Fee Allowance	1.00	ALLW	25,000.00	25,000

Total Minor Item Code 01410.000**\$630,000****REGULATORY REQUIREMENTS****Minor Item Code 01420.000 SAFETY**

First Aid Supplies	1.00	LS	374.50	375
Safety Supplies	13.00	MO	267.50	3,478
Safety Jobsite Signs	50.00	EACH	68.40	3,420
Safety Training & Videos	1.00	LS	250.00	250
Temporary Fire Protection	10.00	EA	97.09	971
Safety Director	13.00	MO	111.75	1,453
Water, Ice, & Cups	13.00	MO	85.23	1,108

Total Minor Item Code 01420.000 SAFETY**\$11,054****Minor Item Code 01430.000 QUALITY ASSURANCE**

Punchlist Allowance	1.00	LS	5,350.00	5,350
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Total Minor Item Code 01430.000**\$5,350****QUALITY ASSURANCE****Minor Item Code 01500.000 TEMPORARY FACILITIES**

Project Office Trailer	13.00	MO	4,461.54	58,000
Office Trailer Set-up	1.00	EACH	3,716.00	3,716
Office Trailer Removal	1.00	EACH	3,045.50	3,046
Project Tool House	13.00	MO	277.13	3,603
Project Tool House Set-Up & Removal	1.00	EACH	388.50	389
General Purpose Laborer	20.00	WEEK	894.00	17,880
Jobsite Runner	8.00	WEEK	75.00	600
Project Office Supplies	13.00	MO	267.50	3,478
Jobsite Office Supply Set-Up	1.00	LS	800.00	800
Jobsite Postage	13.00	MO	160.50	2,087
Jobsite Office Equipment	13.00	MO	1,250.00	16,250
Jobsite Water Cooler	13.00	MO	111.75	1,453

Total Minor Item Code 01500.000**\$111,299****TEMPORARY FACILITIES****Minor Item Code 01510.000 TEMPORARY UTILITIES**

Chemical Toilet For Jobsite Trailer	13.00	MO	450.00	5,850
Temporary Electric Connection	1.00	LS	10,000.00	10,000
Electrical Usage Charge	13.00	MO	1,043.00	13,559
Water Usage Charge	13.00	MO	67.05	872
Temporary Water Connection	1.00	LS	1,200.00	1,200
Early Cut-On Permanent Power	1.00	LS	46,683.00	46,683
Temporary Sewer Connection	1.00	ALLW	3,250.00	3,250

Total Minor Item Code 01510.000**\$81,414****TEMPORARY UTILITIES****Minor Item Code 01530.000 PROJECT COMMUNICATIONS**

Internet Service Charges	13.00	MO	508.25	6,607
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Sort Sequences:

1. Sec
2. Major Item Code
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4. Not Used

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Estimate UM: Imperial

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Description	Quantity	Unit \$	Total \$
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Jobsite Communications	13.00 MO	856.00	11,128
Total Minor Item Code 01530.000			\$17,735
PROJECT COMMUNICATIONS			
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Small Tools & Equipment	13.00 MO	450.00	5,850
Carpenter Foreman	24.00 WEEK	1,490.00	35,760
Superintendent Pick-up Truck	13.00 MO	900.00	11,700
Fuel for Superintendent Pick-up Truck	13.00 MO	374.50	4,869
Lull High-Lift	10.00 MO	2,050.00	20,500
Fork Lift Operator	24.00 WEEK	715.20	17,165
Fuel, Oil, & Lube for Forklift	13.00 MO	374.50	4,869
4x4 Gator Rental	12.00 MO	670.00	8,040
Total Minor Item Code 01540.000			\$108,752
CONSTRUCTION TOOLS & EQUIPMENT			
Minor Item Code 01560.000 TEMPORARY BARRIERS & ENCLOSURES			
Safety Rails	1,275.00 LNFT	4.79	6,102
Temporary Job Fence	1,500.00 LNFT	13.33	20,000
Wind Screen/Visual Barrier	1,500.00 LNFT	4.33	6,500
Protect Trees	10.00 EACH	83.10	831
Temporary Doors	20.00 EACH	99.70	1,994
Weather Protection	1.00 LS	3,770.00	3,770
Temporary Dry-In of Building	1.00 LS	2,700.00	2,700
Protect Glass	1.00 LS	2,461.00	2,461
Total Minor Item Code 01560.000			\$44,357
TEMPORARY BARRIERS & ENCLOSURES			
Minor Item Code 01570.000 TEMPORARY CONTROLS			
Traffic Control	1.00 LS	5,500.00	5,500
Temporary Lighting	1.00 LS	4,500.00	4,500
Environmental Controls	1.00 LS	729.00	729
Site Security Allowance	1.00 ALLW	25,000.00	25,000
Total Minor Item Code 01570.000			\$35,729
TEMPORARY CONTROLS			
Minor Item Code 01580.000 PROJECT IDENTIFICATION			
Project Sign	1.00 EACH	1,882.75	1,883
Jobsite Signage	4.00 EACH	619.00	2,476
Total Minor Item Code 01580.000			\$4,359
PROJECT IDENTIFICATION			
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Purchase Drawings/Reproduction Cost	1.00 EACH	5,350.00	5,350
Layout Supplies	12.00 WEEK	372.50	4,470
General Layout	1.00 LS	3,959.00	3,959
Layout Labor	1.00 LS	1,490.00	1,490
Total Minor Item Code 01720.000			\$15,269
CONSTRUCTION PREPARATION			
Minor Item Code 01740.000 PROJECT CLEANING			
Construction Clean-up	1,653.00 MNHR	31.61	52,243
Rubbish Removal	13.00 MO	53.50	696
Dump Charges	2,239.00 CUYD	19.80	44,321

Sort Sequences:

1. Sec
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4. Not Used

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Total Minor Item Code 01740.000			\$97,260
PROJECT CLEANING			
Minor Item Code 01770.000 CLOSEOUT PROCEDURES			
As-Built Survey	1.00 LS	6,000.00	6,000
As-Built Drawings	1.00 LS	750.00	750
Close-Out Manuals	32.00 EACH	15.62	500
Total Minor Item Code 01770.000			\$7,250
CLOSEOUT PROCEDURES			
Minor Item Code 01820.000 DEMONSTRATION & TRAINING			
Video Tape Training	1.00 LS	375.00	375
Total Minor Item Code 01820.000			\$375
DEMONSTRATION & TRAINING			
Total Major Item Code 01300.300 GENERAL			\$1,266,166
REQUIREMENTS			
Major Item Code 01900.000 MISCELLANEOUS ITEMS			
Minor Item Code 01900.000 MISCELLANEOUS ITEMS			
BP01.02 Materials Testing	1.00 LS	45,099.00	45,099
BP01.01 Site Surveys	1.00 EACH	36,851.00	36,851
BP01.04 Final Cleaning	1.00 LS	32,071.00	32,071
Total Minor Item Code 01900.000			\$114,021
MISCELLANEOUS ITEMS			
Total Major Item Code 01900.000			\$114,021
MISCELLANEOUS ITEMS			
Major Item Code 03000.000 CONCRETE WORK			
Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE			
BP03.01 Concrete	1.00 LS	3,453,048.00	3,453,048
Total Minor Item Code 03300.000			\$3,453,048
CAST-IN-PLACE CONCRETE			
Total Major Item Code 03000.000 CONCRETE			\$3,453,048
WORK			
Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			
Minor Item Code 05120.000 STRUCTURAL STEEL			
BP05.01 Misc. Steel	1.00 LS	125,275.00	125,275
Total Minor Item Code 05120.000			\$125,275
STRUCTURAL STEEL			
Total Major Item Code 05000.000			\$125,275
STRUCTURAL STEEL, JOISTS, & DECK			
Major Item Code 06400.000 ARCHITECTURAL WOODWORK			
Minor Item Code 06400.000 ARCHITECTURAL WOODWORK			
BP06.01 Casework & Millwork	1.00 LS	193,117.00	193,117
Total Minor Item Code 06400.000			\$193,117
ARCHITECTURAL WOODWORK			
Total Major Item Code 06400.000			\$193,117
ARCHITECTURAL WOODWORK			
Major Item Code 07400.000 ROOFING & SIDING PANELS			
Minor Item Code 07410.000 METAL ROOF & WALL PANELS			
BP07.03 Metal Panels	1.00 LS	75,165.00	75,165

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

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Total Minor Item Code 07410.000 METAL ROOF & WALL PANELS			\$75,165
Total Major Item Code 07400.000 ROOFING & SIDING PANELS			\$75,165
Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			
Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			
BP08.01 Doors, Frames & Hardware	1.00 LS	277,580.00	277,580
Total Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			\$277,580
Total Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			\$277,580
Major Item Code 08300.000 SPECIALTY DOORS			
Minor Item Code 08300.000 SPECIALTY DOORS			
BP08.02 Overhead Doors	1.00 LS	192,721.00	192,721
Total Minor Item Code 08300.000 SPECIALTY DOORS			\$192,721
Total Major Item Code 08300.000 SPECIALTY DOORS			\$192,721
Major Item Code 08400.000 ENTRANCES & STOREFRONTS			
Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			
BP08.03 Glass, Glazing, & Storefront	1.00 LS	259,169.00	259,169
Total Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			\$259,169
Total Major Item Code 08400.000 ENTRANCES & STOREFRONTS			\$259,169
Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			
Minor Item Code 09250.000 GYPSUM BOARD			
BP09.01 Framing, Drywall & Stucco	1.00 LS	699,776.00	699,776
Total Minor Item Code 09250.000 GYPSUM BOARD			\$699,776
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			\$699,776
Major Item Code 09300.000 TILE			
Minor Item Code 09300.000 TILE			
BP09.02 Hard Tile	1.00 LS	60,967.00	60,967
Total Minor Item Code 09300.000 TILE			\$60,967
Total Major Item Code 09300.000 TILE			\$60,967
Major Item Code 09500.000 CEILINGS			
Minor Item Code 09500.000 CEILINGS			
BP09.04 Acoustical Ceilings & Treatment	1.00 LS	118,903.00	118,903
Total Minor Item Code 09500.000 CEILINGS			\$118,903
Total Major Item Code 09500.000 CEILINGS			\$118,903
Major Item Code 09600.000 FINISHED FLOORING			
Minor Item Code 09600.000 FLOORS			
BP09.03 Resilient Flooring & Carpet	1.00 LS	49,946.00	49,946
Accepted VE 09.03-01 4" Rubber Base Type TP	1.00 LS	-652.00	-652

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty: 73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Accepted VE 09.03-02 6" Rubber Base Type TP	1.00 LS	-146.00	-146
Total Minor Item Code 09600.000 FLOORS			\$49,148
Minor Item Code 09670.000 FLUID APPLIED FLOORING			
BP09.07 Polished Concrete	1.00 LS	135,595.00	135,595
Total Minor Item Code 09670.000 FLUID APPLIED FLOORING			\$135,595
Total Major Item Code 09600.000 FINISHED FLOORING			\$184,743
Major Item Code 09900.000 PAINTS & COATINGS			
Minor Item Code 09900.000 PAINTS & COATINGS			
BP09.09 Painting, Caulking & Sealants	1.00 LS	158,115.00	158,115
Total Minor Item Code 09900.000 PAINTS & COATINGS			\$158,115
Total Major Item Code 09900.000 PAINTS & COATINGS			\$158,115
Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			
Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			
BP10.01 Miscellaneous Building Specialties	1.00 LS	366,357.00	366,357
Accepted VE 10.01-01 Safco Flat Files Product (5) Drawer ILO Nantucket Drawer Storage	1.00 LS	-217.00	-217
Accepted VE 10.01-03 ASI Product ILO Bobrick	1.00 LS	-3,025.00	-3,025
BP10.02 Signage	1.00 LS	42,317.00	42,317
BP10.07 Operable Partitions	1.00 LS	28,292.00	28,292
BP10.08 Protective Covers / Canopies Allowance	1.00 ALLW	40,088.00	40,088
BP10.05 Furnishings Racking Allowance	1.00 ALLW	110,231.00	110,231
Total Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			\$584,043
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			\$584,043
Major Item Code 12000.000 BUILDING FURNISHINGS			
Minor Item Code 12000.000 MISCELLANEOUS FURNISHINGS			
Owner Furnishings Allowance	1.00 NIC		
Total Minor Item Code 12000.000 MISCELLANEOUS FURNISHINGS			
Total Major Item Code 12000.000 BUILDING FURNISHINGS			
Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES			
Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES			
BP13.01 Pre-Engineered Metal Building GMP Adjustment	1.00 LS	103,879.00	103,879
Total Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES			\$103,879
Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES			\$103,879
Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			
Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			
BP21.01 Fire Protection	1.00 LS	366,713.00	366,713

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty: 73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Total Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			\$366,713
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			\$366,713
Major Item Code 22000.000 PLUMBING WORK			
Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			
BP22.01 Plumbing	1.00 LS	510,120.00	510,120
Total Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			\$510,120
Total Major Item Code 22000.000 PLUMBING WORK			\$510,120
Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING			
Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			
BP23.01 HVAC	1.00 LS	710,410.00	710,410
Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			\$710,410
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING			\$710,410
Major Item Code 26000.000 ELECTRICAL WORK			
Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			
BP26.01 Electrical, Data & Fire Alarm	1.00 LS	2,801,860.00	2,801,860
BP26.04 Switchgear Reconciliation	1.00 LS	9,708.00	9,708
Total Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			\$2,811,568
Total Major Item Code 26000.000 ELECTRICAL WORK			\$2,811,568
Major Item Code 31000.000 SITEWORK			
Minor Item Code 31000.000 SITEWORK MONITORING			
BP31.01 Sitework & Utilities	1.00 LS	5,383,060.00	5,383,060
Total Minor Item Code 31000.000 SITEWORK MONITORING			\$5,383,060
Total Major Item Code 31000.000 SITEWORK			\$5,383,060
Major Item Code 32000.000 SITE IMPROVEMENTS			
Minor Item Code 31650.000 ** Undefined **			
BP32.04 Landscape & Irrigation	1.00 LS	618,015.00	618,015
Accepted VE 32.04-02 Provide 200 Tree Bubblers ILO Pop-up Heads	1.00 LS	-2,428.00	-2,428
BP32.03 Security Fencing & Gates	1.00 LS	432,580.00	432,580
Total Minor Item Code 31650.000 ** Undefined **			\$1,048,167
Total Major Item Code 32000.000 SITE IMPROVEMENTS			\$1,048,167
Major Item Code 36000.000 BONDS & INSURANCE			

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
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Minor Item Code 36000.000 BONDS & INSURANCE			
Performance & Payment Bond	1.00 LS	129,830.00	129,830
General Liability Insurance	1.00 LS	225,353.00	225,353
Builder's Risk Insurance	1.00 LS	105,019.00	105,019
Total Minor Item Code 36000.000 BONDS & INSURANCE			\$460,202
Total Major Item Code 36000.000 BONDS & INSURANCE			\$460,202
Major Item Code 37000.000 WARRANTIES			
Minor Item Code 37000.000 WARRANTY			
Warranty Allocation	1.00 LS	8,533.00	8,533
Total Minor Item Code 37000.000 WARRANTY			\$8,533
Total Major Item Code 37000.000 WARRANTIES			\$8,533
Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			
Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			
Sales Tax Reconciliation Allowance	1.00 ALLW	-76,767.00	-76,767
Total Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			-\$76,767
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			-\$76,767
Major Item Code 50000.000 ESCALATION COST			
Minor Item Code 50000.000 ESCALATION COSTS			
Escalation Costs	1.00 ALLW	50,000.00	50,000
Total Minor Item Code 50000.000 ESCALATION COSTS			\$50,000
Total Major Item Code 50000.000 ESCALATION COST			\$50,000
Major Item Code 80000.000 CONTINGENCY			
Minor Item Code 80000.000 CONTINGENCY			
Owner's Contingency	1.00 ALLW	50,000.00	50,000
CM Contingency	1.00 LS	646,368.00	646,368
Early GMP Contingency Reconciliation	1.00 LS	-98,735.00	-98,735
Total Minor Item Code 80000.000 CONTINGENCY			\$597,633
Total Major Item Code 80000.000 CONTINGENCY			\$597,633
Major Item Code 90000.000 OVERHEAD & FEE			
Minor Item Code 90000.000 OVERHEAD & FEE			
Construction Manager's Fee	1.00 LS	1,148,644.00	1,148,644
Total Minor Item Code 90000.000 OVERHEAD & FEE			\$1,148,644
Total Major Item Code 90000.000 OVERHEAD & FEE			\$1,148,644
Total Sec B2 FINAL GMP			\$21,873,617

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FI

Estimator: AJAX ESTIMATING

Primary Project Qty:73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
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ESTIMATE TOTALS			\$26,998,541



VALUE ENGINEERING

The following Value Engineering and Budget Option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration by City of Mount Dora. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.

The below listed pricing is guaranteed through January 05, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation. The pricing for each item represents the adjustment required to the Base Bid GMP to incorporate the proposed change in scope. All quantities and descriptions listed in the narratives are part of the pricing provided. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

Note: The proposed change in scope and related pricing for various options may be overlapping in nature and may require revisions based on the combination of items accepted.



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
06.01 - 1	Standard White melamine Interiors in lieu of aracuco silver frost AF210 TFL	\$ (9,494)	0	Rejected	\$ -	\$ -	\$ (9,494)	Closed
09.02 - 1	PFT-1 Change Sussex 12x24 to 12x24 Modernisa	\$ (1,195)	0	Pending	\$ -	\$ (1,195)	\$ -	Open
09.02 - 2	PFT-2 delete accent install	\$ (11,654)	0	Pending	\$ -	\$ (11,654)	\$ -	Open
09.02 - 3	PTB-1 Change Sussex 6x12 to 6x12 Modernista	\$ (1,074)	0	Pending	\$ -	\$ (1,074)	\$ -	Open
09.02 - 4	PWT-1 Change Made.In 12x24 to 12x24 Landmark New York White	\$ (1,325)	0	Pending	\$ -	\$ (1,325)	\$ -	Open
09.02 - 5	PWT-2 Change Glow 4x12 to 3x12 Drift	\$ (287)	0	Pending	\$ -	\$ (287)	\$ -	Open
09.02 - 6	PWT-3 Change Made.In 24x48 to 24x48 Landmark New York White	\$ (881)	0	Pending	\$ -	\$ (881)	\$ -	Open
09.02 - 7	SC-1 Delete specified floor protection scofield duracover	\$ (18,675)	0	Pending	\$ -	\$ (18,675)	\$ -	Open
09.02 - 8	Delete SC-1 Stain	\$ (8,486)	0	Pending	\$ -	\$ (8,485)	\$ -	Open
09.03 - 1	RB-1 change 4" rubber base type TS to Type TP	\$ (652)	0	Accepted	\$ (652)	\$ -	\$ -	Closed
09.03 - 2	RB-2 change 6" rubber base type TS to type TP	\$ (146)	0	Accepted	\$ (146)	\$ -	\$ -	Closed
10.01 - 1	Safco Flat Files Product has (5) drawers vs. Nantucket which has (4) drawers with sizes at 48"x36", 53-1/2"W x 41-1/2"D x 16-1/2"H with 6" base.	\$ (217)	0	Accepted	\$ (217)	\$ -	\$ -	Closed
10.01 - 2	Hallowell-List Industries in lieu of Spacesaver Lockers	\$ (49,419)	0	Pending	\$ -	\$ (49,419)	\$ -	Open
10.01 - 3	ASI products in lieu of Bobrick	\$ (3,025)	0	Accepted	\$ (3,025)	\$ -	\$ -	Open
10.01 - 4	Powder coated steel toiler partitions in lieu of HDPE	\$ (2,313)	0	Rejected	\$ -	\$ -	\$ (2,313)	Closed
10.01 - 5	Manual roller shades in lieu of automatic roller shades	TBD	0	Pending	\$ -	\$ -	\$ -	Open



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
10.01 - 6	Nautical flag pole in lieu of specified flag pole	\$ (2,211)	0	Rejected	\$ -	\$ -	\$ (2,601)	Closed
10.01 - 7	SSM Tops VE option in room 128	\$ (5,754)	0	Rejected	\$ -	\$ -	\$ (5,754)	Closed
10.01 - 8	SSM Tops VE option in room 149	\$ (910)	0	Rejected	\$ -	\$ -	\$ (910)	Closed
10.01 - 9	SSM Tops VE option in room 137	\$ (1,639)	0	Rejected	\$ -	\$ -	\$ (1,639)	Closed
10.01 - 10	SSM Tops VE option in room 133	\$ (2,840)	0	Rejected	\$ -	\$ -	\$ (2,840)	Closed
13.01 - 1	Eliminate side walls at building E and F	TBD	0	Rejected	\$ -	\$ -	\$ -	Closed
22.01 - 1	Floor mounted toilet fixtures in lieu of wall mounted fixtures	TBD	0	Pending	\$ -	\$ -	\$ -	Open
23.01 - 1	Alternate controls in lieu of Trane	\$ (22,161)	0	Pending	\$ -	\$ (22,161)	\$ -	Open
31.01 - 1	HDPE Pipe in Lieu of RCP	\$ (68,959)	0	Pending	\$ -	\$ (68,959)	\$ -	Open
31.01 - 2	6" gravel in Laydown Yard in Lieu of True Grid paving system *	\$ (804,885)	0	Rejected	\$ -	\$ -	\$ (804,885)	Closed
31.01 - 3	PARTIAL SUBSTITUTION PER CITY of 6" gravel in Laydown Yard in Lieu of True Grid paving system. Based on high-traffic areas.	\$ -	Some re-design	Rejected	\$ -	\$ -	\$ -	Closed
31.01 - 4	PARTIAL SUBSTITUTION PER CITY of Heavy duty asphalt in lieu of High Strength Conc. Based on high-traffic areas.	\$ -	Some re-design	Rejected	\$ -	\$ -	\$ -	Closed
31.01 - 5	Pond Retaining Wall reduction thru use of geo-products. Please note that this was asked for and not provided in the Geotechnical Report.	\$ -	Slow Geotech	Pending	\$ -	\$ -	\$ -	Open
31.01 - 6	Optional / Unique Pavement Base to be considered.	\$ -	Awaiting design criteria	Pending	\$ -	\$ -	\$ -	Open
31.01 - 7	True Grid paving system OR EQUAL in Laydown Yard	\$ -	0	Rejected	\$ -	\$ -	\$ -	Closed
32.04 - 1	Use 2.5" PR-200 instead of Sch40	\$ (2,601)	0	Rejected	\$ -	\$ -	\$ (2,601)	Closed



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
32.04 - 2	Provide 200 tree bubblers flex instead of 6" pop up heads	\$ (2,428)	0	Accepted	\$ (2,428)	\$ -	\$ -	Closed
32.04 - 3	Substitute 1-gallon Parsonii Juniper for 3-gallon Blue Rug Juniper	\$ (4,335)	0	Rejected	\$ -	\$ -	\$ (4,335)	Closed
32.04 - 4	Hydroseed retention pond bottom in lieu of Bahia sod	\$ (16,473)	0	Rejected	\$ -	\$ -	\$ (16,473)	Closed
32.04 - 5	Hydroseed "Future Access Road" in Lieu of Bahia sod	\$ (28,178)	0	Rejected	\$ -	\$ -	\$ (28,178)	Closed
32.04 - 6	Change the Viburnum Select spacing from 30" to 36	\$ (1,387)	0	Rejected	\$ -	\$ -	\$ (1,387)	Closed
32.04 - 7	Install (65) Ligustrum, 8'x8' in lieu of (132) Chickasaw Plum (2 for 1)	\$ (10,404)	0	Rejected	\$ -	\$ -	\$ (10,404)	Closed
32.04 - 8	Upsize shade trees to 4.5" caliper average (measured at 6") to meet min buffer and mitigation requirements which should reduce total quantity by 30 to 40 trees	\$ (13,005)	0	Rejected	\$ -	\$ -	\$ (13,005)	Closed
32.04 - 9	Substitute 1 gallon Parsonii Juniper for 3 Gallon Blue Rug Juniper	\$ (4,335)	0	Rejected	\$ -	\$ -	\$ (4,335)	Closed
32.04 - 10	Reduce topsoil from 4" depth from 2" depth (175,000 SF)	\$ (52,020)	0	Pending	\$ -	\$ (52,020)	\$ -	Open
32.04 - 11	Utilize City staff to purchase and install topsoil in select areas as needed based on soil testing results	\$ (104,040)	0	Rejected	\$ -	\$ (104,040)	\$ -	Open
	Totals	\$ (1,043,143)	N/A	N/A	\$ (5,670)	\$ (296,599)	\$ (901,660)	N/A

Note: The above pricing has been prepared for the purpose of evaluating various proposed value engineering, design changes and/or budget options. The estimated cost and schedule adjustments for each item represent the effect that the proposed change will likely have on the project. Please note that some of the proposed value engineering, design changes and/or budget options may be overlapping in scope and revisions to the above may be required based on the items accepted.

ALLOWANCE SCHEDULE

The following allowances are included in the Final GMP Proposal No. 2 where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
	Division 01 – General Requirements	
01410.000	Building Permits Allowance	\$550,000.00
01410.000	Environmental Permits Allowance	\$25,000.00
01410.000	Water Systems Service Charges Allowance	\$15,000.00
01410.000	Sewer Systems Service Charges Allowance	\$15,000.00
01410.000	Impact/Connection Fee Allowance	\$25,000.00
01510.000	Temporary Sewer Connection	\$3,250.00
01570.000	Site Security	\$25,000.00
	Division 10 – Miscellaneous Specialties	
10000.000	Protective Covers / Canopies	\$40,088.00
10000.000	Furnishings Racking Allowance	\$110,231.00
	Design/Consultants Fees	
40000.000	Sales Tax Reconciliation Allowance	(\$76,767.00)
	Division 50 – Escalation Costs	
50000.000	Escalation Costs	\$50,000.00
	Division 80 – Contingency	
80000.000	Owner's Contingency	\$50,000.00

END OF ALLOWANCE SCHEDULE



ALTERNATES NARRATIVE

Within this section we have included pricing for various Alternates for consideration by City of Mount Dora. At this time, none of these Alternates are included within the Base Bid GMP Proposal. The pricing for each alternate represents the adjustment required to the Base Bid GMP Proposal to incorporate the proposed change in scope. A summary listing of the proposed alternates is listed below. A more detailed description and a detailed cost report for each alternate have been provided immediately following this narrative. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

- | | | |
|--|-----|--------------|
| ▪ Alternate No. 1 – Wall Metal Panels on Buildings C and D | Add | \$218,986.00 |
|--|-----|--------------|

The Alternate Pricing provided is guaranteed through January 05, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Note: The proposed change in scope and related pricing for various Alternates may be overlapping in nature and may require revisions based on the combination of Alternates accepted.

In addition to the alternate pricing provided in this section of the proposal, pricing for various Value Engineering and Budget Options under consideration have been provided in Section IV-D of this proposal.



ALTERNATE NO. 1

Alternate Narrative:

To provide AWIP (All Weather Insulated Panels), HE40 Heavy Embossed, Horizontally Mounted in the color Pearl Gray on Buildings C and D to give a more residential appeal versus warehouse.

Adjustment to the Base Bid GMP: Add \$218,986.00

Note: A copy of the CM Detail Cost Report related to this alternate is attached and immediately follows this narrative.

Adjustment to the Contract Time: Add 0 Calendar Days

SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated September 19, 2023 as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high mesh fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full-height windscreening will be installed as a visual barrier at the locations indicated on the Site Utilization Plan. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located on the southwest corner of the site off of Limit Avenue. A 16' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrance: Secondary entrance to the project site will be located On the southeast corner of the site off of Limit Avenue. A 16' wide vehicle gate will be located at this entrance. This entrance will serve as secondary and emergency access to the project site.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle and pedestrian, will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.
- Tree and Root Pruning: All tree and root pruning required will be performed in accordance with the Contract Documents.



Vehicle and Equipment Paths

- Vehicle and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.
- Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed in an effort to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in February 2023 with the start of mobilization activities.
- Temporary Power:
 - Temporary electrical service for the jobsite office trailers will be obtained from Duke Energy. The temporary electrical service is being provided by Mount Dora Utilities/Duke Energy and will be installed by Ajax's electrical subcontractor.
 - Temporary electrical service for the construction site will be obtained from Duke Energy. The temporary electrical service is being provided by Mount Dora Utilities/Duke Energy and will be installed by Ajax's electrical subcontractor.
- Temporary Water:
 - Temporary water service for the jobsite office trailers will be obtained from City of Mount Dora. The temporary water service is being provided by City of Mount Dora and will be installed by Ajax's plumbing subcontractor.
 - Temporary water service for the construction site will be obtained from City of Mount Dora. The temporary water service is being provided by City of Mount Dora and will be installed by Ajax's plumbing subcontractor.
- Temporary Sanitary Sewer:
 - The temporary sanitary sewer service for the jobsite office trailers will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying a sanitary holding tank.
 - The temporary sanitary sewer service for the construction site will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying portable toilet facilities (port-o-lets).



- In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.
- Temporary Telephone and Internet Services:
 - Temporary telephone & internet service for the jobsite office trailers will be obtained from the project telephone & internet provider. The temporary telephone & internet service is being provided by the project telephone & internet provider and will be installed by the project electrician or the project telephone & internet service provider.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the primary construction entrance gate and drive for access, parking and project management activities. Parking for Ajax office staff will be in the location(s) indicated on the Site Utilization Plan.
- Construction Employees and Personnel: Construction employees and personnel will utilize the primary construction entrance gate and drive for access and parking. Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the primary construction entrance gate and drive for access to the project site.

Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

Contact Person	Job Title	Contact Number
Brian Tobiasz	Operations Manager	407-531-8977
James De La Rosa	Project Manager	813-407-7494
Blaire Reyes	Assistant Project Manager	813-625-0827
Tim Scheller	Project Superintendent	352-275-2221
Raylee Rushing	Project Engineer	813-410-4027
Nathan Cox	Field Engineer	407-739-2270



SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated November 30, 2023 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through March 20, 2025.

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of 13 months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- | | |
|--------------------------|-------------------|
| ▪ Substantial Completion | February 20, 2025 |
| ▪ Final Completion | March 20, 2025 |

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- | | |
|--|-------------------|
| ▪ Mobilization / Start of Construction | February 14, 2024 |
| ▪ Top-Out of Building Structure | June 12, 2024 |
| ▪ PEMB Roof Complete | July 03, 2024 |
| ▪ Permanent Power | August 26, 2024 |
| ▪ Owner Occupancy | March 21, 2025 |

In order for construction activities to commence on February 14, 2023 as scheduled, the following contractual activities will need to be completed as indicated.

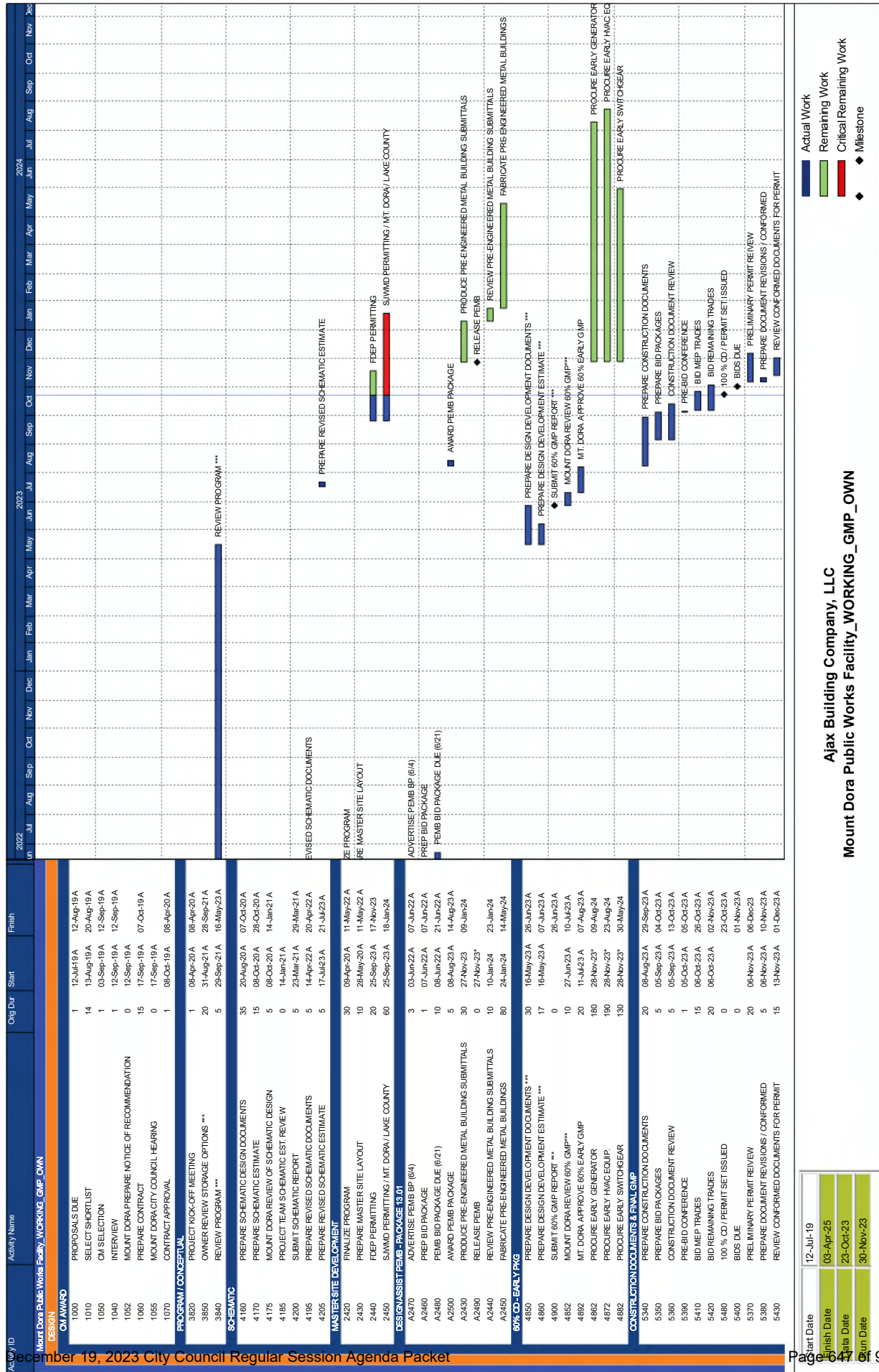
- | | |
|----------------------------------|-------------------|
| ▪ GMP Negotiations Complete | December 18, 2023 |
| ▪ CM Contract Amendment Executed | December 22, 2023 |
| ▪ All Required Permits Issued | January 02, 2024 |
| ▪ Notice to Proceed Issued | January 03, 2024 |

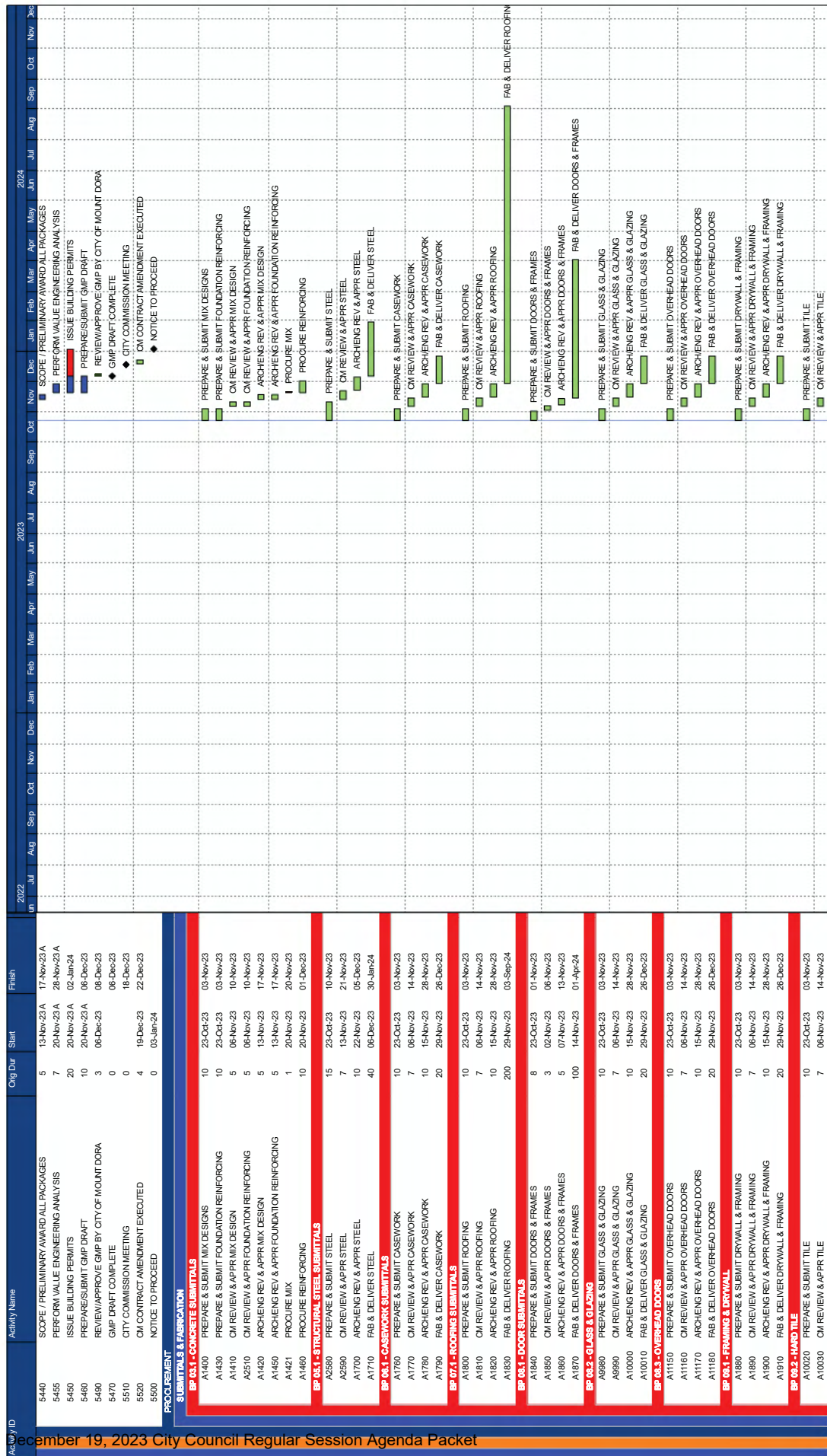
Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis.

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Construction Manager within one (1) week of receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Preconstruction and Construction Phases of the project to ensure that all critical dates are maintained.





Activity ID	Activity Name	Orig Dur	Start	Finish	2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Start Date	12-Jul-19
Finish Date	03-Apr-25
Update Date	23-Oct-23
Run Date	30-Nov-23

Ajax Building Company, LLC
 Mount Dora Public Works Facility_WORKING_GMP_OW

Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone

Activity Name	Orig Dur	Start	Finish	2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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A10780	PREPARE & SUBMIT HVAC PIPING & DUCT SOWGS	10	23-Oct-23	03-Nov-23																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																

Activity ID	Activity Name	Orig Dur	Start	Finish	2022	2023	2024
SW1160	FINE-GRADE PAVED AREAS	2	08-May-24	08-May-24			
SW1200	INSTALL 1ST LIFT ASPHALT	3	10-May-24	14-May-24			
SW1210	INSTALL SITE SIDEWALKS	5	07-Aug-24	13-Aug-24			
SW1230	INSTALL FENCING & PERM. GATES	2	07-Aug-24	13-Aug-24			
SW1220	FINE GRADE & DEMOLISH MOCKUPS	5	14-Aug-24	15-Aug-24			
SW1240	INSTALL IRRIGATION	5	16-Aug-24	22-Aug-24			
SW1250	INSTALL LANDSCAPING	5	23-Aug-24	29-Aug-24			
SW1260	INSTALL 2ND LIFT ASPHALT	2	30-Aug-24	02-Sep-24			
SW1270	ASPHALT STRIPING & SIGNAGE	3	03-Sep-24	05-Sep-24			
STRUCTURE							
ST1000	ABOVE CEILING COORDINATION MEETING	5	14-Feb-24	20-Feb-24			
ST1030	INSTALL BUILDING PAD	0	19-Mar-24	19-Mar-24			
ST1040	LAYOUT SLAB / INSTALL BATTER BOARDS	3	20-Mar-24	22-Mar-24			
ST1020	FORM, REINFORCE, POUR MEP YARD FOOTINGS	10	20-Mar-24	02-Apr-24			
ST1060	EXCAVATE FOUNDATIONS	5	25-Mar-24	29-Mar-24			
ST1070	INSTALL FIRE LINE 60	5	25-Mar-24	29-Mar-24			
ST1080	FORM SLAB EDGE	5	25-Mar-24	29-Mar-24			
ST1120	FORM, REINFORCE POUR COLUMN PADS	8	01-Apr-24	10-Apr-24			
ST1130	FORM, REINFORCE, POUR CONTINUOUS FOOTINGS	10	01-Apr-24	12-Apr-24			
ST1100	INSTALL UNDERGROUND PLUMBING	5	01-Apr-24	05-Apr-24			
ST1110	INSTALL UNDERGROUND ELECTRICAL	5	01-Apr-24	05-Apr-24			
ST1150	PREP RECESSED SLABS	5	15-Apr-24	19-Apr-24			
ST1160	PREP REMAINING SLAB	4	15-Apr-24	18-Apr-24			
ST1170	FORM, REINFORCE REMAINING SLAB	4	19-Apr-24	24-Apr-24			
ST1180	FORM, REINFORCE RECESSED SLABS	4	22-Apr-24	25-Apr-24			
ST1190	PLACE REMAINING SLAB	5	25-Apr-24	01-May-24			
OPERATIONS/WAREHOUSE (A)							
A1330	MOBILIZE TO JOBSITE	0	14-Feb-24	14-Feb-24			
A1340	INSTALL SECURE FENCING COMPOUND & EROSION CONTROL	10	14-Feb-24	27-Feb-24			
A1360	SITE CLEARING & GRUBBING	15	28-Feb-24	19-Mar-24			
A1380	INSTALL SITE UTILITIES	20	28-Feb-24	19-Mar-24			
A1370	PREPARE BUILDING PAD	15	03-Apr-24	23-Apr-24			
A1380	EXCAVATION/ FOUNDATIONS	10	17-Apr-24	30-Apr-24			
A1390	CONSTRUCT SLAB ON GRADE	15	01-May-24	21-May-24			
A1440	ERECT PRE-ENGINEERED METAL BUILDING	40	22-May-24	18-Jun-24			
A1470	TOP OUT OF BUILDING STRUCTURE	0	12-Jun-24	12-Jun-24			
A1480	PERM ROOF COMPLETE	15	13-Jun-24	03-Jul-24			
A1530	MEP ROUGH-IN	40	05-Jul-24	29-Aug-24			
A1540	PERMANENT POWER	0	30-Aug-24	08-Sep-24			
A1550	SET MEP EQUIPMENT	5	30-Aug-24	29-Aug-24			
A1570	INTERIOR PARTITIONS	40	30-Aug-24	25-Oct-24			
A1590	STARTUP HVAC	0	06-Sep-24	06-Sep-24			
A1580	FINISHES	30	28-Oct-24	10-Dec-24			
A1680	MEP TRIM OUT	30	11-Dec-24	23-Jan-25			
A1690	CORRECT DEFICIENCIES	20	24-Jan-25	20-Feb-25			
INVENTORY/ASSET STORAGE (CDEF)							
A2130	PREPARE BUILDING PAD	5	06-Mar-24	12-Mar-24			
A2140	EXCAVATION/ FOUNDATIONS	7	06-Mar-24	14-Mar-24			
A2150	CONSTRUCT SLAB ON GRADE	7	15-Mar-24	25-Mar-24			
A2160	ERECT PRE-ENGINEERED METAL BUILDING	10	15-May-24	29-May-24			
A2190	PERMANENT POWER	0	30-May-24	29-May-24			
A2410	MEP ROUGH-IN	10	30-May-24	12-Jun-24			
A2200	SET MEP EQUIPMENT	10	13-Jun-24	26-Jun-24			
A2240	MEP TRIM OUT	10	27-Jun-24	11-Jul-24			
A2250	CORRECT DEFICIENCIES	20	12-Jul-24	08-Aug-24			
COVERED INVENTORY STORAGE (B)							
A1990	PREPARE BUILDING PAD	5	13-Mar-24	19-Mar-24			
A2000	EXCAVATION/ FOUNDATIONS	5	13-Mar-24	19-Mar-24			

Start Date	12-Jul-19
Finish Date	03-Apr-25
Delta Date	23-Oct-23
Run Date	30-Nov-23

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

Ajax Building Company, LLC
 Mount Dora Public Works Facility_WORKING_GMP_OW



**AMENDMENT 1 TO THE CONSTRUCTION MANAGER AT
RISK AGREEMENT BETWEEN THE CITY OF MOUNT
DORA AND AJAX BUILDING COMPANY, LLC**

THIS AMENDMENT is made by and between the City of Mount Dora, Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (“City”) and Ajax Building Company, LLC, 109 Commerce Blvd., Oldsmar, FL 34677 (“Construction Manager”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, pursuant to Resolution No. 2020-23, dated April 7, 2020, the City approved the Construction Manager At Risk Agreement (“CMAR”) with the Construction Manager to provide pre-construction and construction manager at risk services for the Mount Dora Public Works Complex (the “Agreement”), which is attached hereto as **Exhibit “A”**; and

WHEREAS, pursuant to Article I, Section 1.2 of the Agreement, “[w]hen drawings, specification and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the [City] and Construction Manager, acknowledging the GMP Amount and the drawings, specifications and other descriptive documents upon which the GMP is based”; and

WHEREAS, on December 5, 2023, the Construction Manager provided the City with drawings, specification and other descriptive documents defining the work, as well the Final GMP Proposal in the cumulative contract sum of \$26,998,541.00, which is inclusive of all previously accepted GMPs to date, and which is attached hereto as **Exhibit “B”**; and

WHEREAS, the Parties have determined that it is in their best interest to amend the Agreement, as contemplated under Article I, Section 1.2 thereof, to add the December 5, 2023 GMP thereto.

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 by the Parties, the Agreement between the City and the Construction Manager is amended as follows:

1. Exhibit “B”, attached hereto, the December 5, 2023, GMP, is hereby added and incorporated into the Agreement as **Exhibit “H”** thereto; and
2. All of the terms and conditions of the Agreement, or any prior written 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 prior written modification thereof, the terms and conditions of this Amendment shall prevail.
3. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Amendment effective the _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR, City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form:

Patrick Brackins
City Attorney

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment effective the _____ day of _____, 2023.

AJAX BUILDING COMPANY, LLC

By: _____

Print: _____

Title: _____

STATE of FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization of _____, as _____, of Ajax Building Company, LLC, who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Construction Manager, and who is personally known to me _____ or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

Notary Public

Exhibit "A" to Amendment 1

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE CITY'S PUBLIC WORKS COMPLEX AND RELATED ADJOINING FACILITIES; 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 the City's public works complex and associated adjoining facilities, pursuant to the City's Purchasing Policy and RFQ-19-PW-036; and

WHEREAS, the evaluation committee ranked the proposals during the selection process and Ajax Building Corporation n/k/a Ajax Building Company, LLC, was deemed to be the most responsive, responsible and qualified firm to provide construction manager at risk services for the City's new public works complex and associated adjoining facilities as contemplated by RFQ-19-PW-036; and

WHEREAS, on May 21, 2019, pursuant to Resolution No. 2020-18, the City authorized negotiations with Ajax Building Corporation n/k/a Ajax Building Company, LLC, for construction manager at risk services for the City's new public works complex and associated adjoining facilities; and

WHEREAS, the City has successfully negotiated a contract with Ajax Building Company, LLC, and has determined that it is in its best interest to hereby 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. The Agreement with Ajax Building Company, LLC attached hereto as **Exhibit "A"** is approved and the Mayor or designee thereof is authorized to execute the same.

Resolution No. 2020-23

1 of 3

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 the City's new public works complex and associated adjoining facilities, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

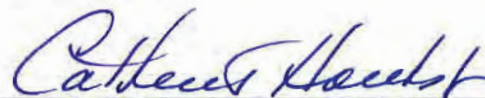
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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.

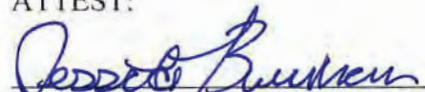
SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

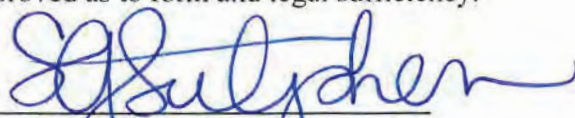


CATHERINE T. HOECHST,
MAYOR of the City of Mount Dora, Florida

ATTEST:

 on behalf of
OWEN 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

Resolution No. 2020-23

2 of 3

Exhibit "A"
Agreement with Ajax Building Company, LLC
for construction manager at risk services for
public works complex and associated adjoining facilities
RFQ-19-PW-036



Company Office
100 Commerce Boulevard
Ocala, Florida 34477
Tel: 352.390.0900
Fax: 352.392.3738
www.ajaxbuilding.com

2019-2020
2018-2019
2017-2018
2016-2017
2015-2016
2014-2015
2013-2014
2012-2013
2011-2012
2010-2011

March 26, 2020

Marilyn Douglas
City of Mount Dora
510 N Baker Street
Mount Dora, FL 32757

**RE: City of Mount Dora Public Works Complex
Agreement Between Owner and Construction Manager
Ajax Job No. 2020**

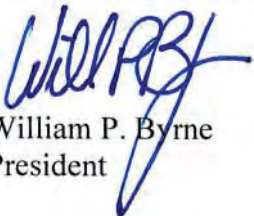
Dear Marilyn:

Enclosed, please find three (3) originals of the Agreement Between Owner and Construction Manager for the above referenced project.

Please return one (1) fully executed original to us for our file. We look forward to working with you on this project.

Sincerely,

AJAX BUILDING COMPANY, LLC



William P. Byrne
President

xc: File 1.1C

**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, hereinafter "Owner" and Ajax Building Company, LLC, 109 Commerce Blvd, Oldsmar, FL 34677, 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 project 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 are set forth in **Exhibit "A"** attached hereto.

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. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. 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 - ADG, Inc.

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

Construction Manager - Ajax Building Company, 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

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 is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection for the City's public works complex and related adjoining facilities.

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.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at Eleven Million Eight Hundred Seventy-seven Thousand Eight Hundred and 00/100 Dollars (\$11,877,800.00) including all 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 11" 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 at conclusion of each design deliverable during the design phase and then monthly during the construction phase and shall be current through the end of the preceding report. 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 turn-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 award of contract 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 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 are identified in **Exhibit "B"** 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 that are set forth in **Exhibit "C"** to this Agreement. The Construction Manager shall not change any of those persons named in Exhibit "C" 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 "D"**, 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 "E"**.
 - 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.

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 ten percent (10%) 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 determined to be the responsibility of the Construction Manager. 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 available 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 of One Hundred Thirty-four Thousand Seven Hundred Sixty-one and 00/100 Dollars (\$134,761.00) as set forth in **Exhibit "F"**, attached hereto. 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 Exhibit "C".

2. Construction Phase Costs - Prior to commencement of the 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, plus an initial mobilization cost. 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 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 five percent (5%) of that

portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

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 five and one quarter percent (5.25%) of the GMP 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).

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 subcontractor 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 or other security the Construction Manager deems appropriate. There shall be no Construction Phase Fee on CM bond and CM Liability insurance cost.

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 "G"**. 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 for Hazardous Material coverage.
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 during the life of this Agreement a "Builder's Risk Policy" completed value form, 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 five percent (5%) for profit. 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 CITY'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:	Ajax Building Company, LLC 109 Commerce Boulevard Oldsmar, Florida 34677

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 the construction phase 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 comply with all provisions of Executive Order 11246 of September 24, 1965, as applicable, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Construction Manager will furnish all applicable 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.
6. 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.
7. 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 the extent applicable, 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 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, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the City.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

AJAX BUILDING COMPANY, LLC

By: [Signature]
Print: William P. Byrne
Title: President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of William P. Byrne, as President, of Ajax Building Company, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 26th day of March, 2020.

(stamp)



[Signature]
NOTARY PUBLIC

CITY OF MOUNT DORA

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

ATTEST:

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

[Signature] on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

[Signature]
Sherry G. Sutphen
City Attorney

EXHIBIT "A"
Construction Team

The Construction Team for the Project shall consist of the following:

- Owner's Representative: City Construction Project Manager
- Architect-Engineer: ADG, Inc.
- Construction Manager: Ajax Building Company, LLC

EXHIBIT "B"
Drawings and Specifications
(upon completion)

EXHIBIT "C"
Construction Manager Staff
(To be determined at GMP)

EXHIBIT "D"
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: _____

Date of Substantial Completion: _____

Print: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____

Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ am/pm on _____, 20__.

Owner

By: _____

Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows: _____

EXHIBIT "E"
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 _____, 202__, by _____, as _____ of Ajax Building Company, LLC, who is authorized to bind Ajax Building Company, 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 "F"
Pre-construction Phase Costs

CITY OF MOUNT DORA NEW PUBLIC WORKS FACILITY
 Ajax Building Company - Design Phase Fee Proposal

I. Programming / Conceptual Design Phase

Project Personnel		Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	Description	2.00	4	8	Man Hours	\$120.19	\$962
Operations Manager		9.00	8	72	Man Hours	\$96.15	\$6,923
Project Manager		4.00	8	32	Man Hours	\$60.10	\$1,923
Project Superintendent		2.00	4	8	Man Hours	\$64.90	\$519
Project Administrator		4.00	8	32	Man Hours	\$31.25	\$1,000
Chief Estimator		2.00	8	16	Man Hours	\$60.10	\$962
Estimator		0.00	8	0	Man Hours	\$57.69	\$0
BIM Coordinator		0.00	0	0	Man Hours	\$88.94	\$0
Subtotal - Project Personnel							\$12,268
Labor Burden @ 47%							\$5,775
TOTAL - PROJECT PERSONNEL							\$18,064

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	1	Each	\$125.00	\$125
Project Schedule	1	Each	\$150.00	\$150
Schedule Updates	2	Each	\$150.00	\$300
Mileage	225	Miles	\$0.445	\$100
Deliverable Reports	1	Each	\$300.00	\$300
Construction Document Reproductions*	1	Sets	\$125.00	\$125
Data Processing	1	Each	\$100.00	\$100
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$500.00	\$0
Communications	1	Each	\$200.00	\$200
Office Supplies	1	Each	\$300.00	\$300
TOTAL - MATERIALS & EQUIPMENT				\$1,850

TOTAL PROGRAMMING / CONCEPTUAL PHASE \$19,914

II. Schematic Design Phase

Project Personnel		Weeks	Hours/Week	Man Hours	Unit	Unit Cost	Total
Project Executive	Description	6.00	2	12	Man Hours	\$120.19	\$1,442
Operations Manager		8.00	8	64	Man Hours	\$96.15	\$6,154
Project Manager		5.00	8	40	Man Hours	\$60.10	\$2,404
Project Superintendent		2.00	4	8	Man Hours	\$64.90	\$519
Project Administrator		6.00	10	60	Man Hours	\$31.25	\$1,875
Chief Estimator		3.00	8	24	Man Hours	\$60.10	\$1,442
Estimator		3.00	20	60	Man Hours	\$57.69	\$3,462
BIM Coordinator		1.00	4	4	Man Hours	\$88.94	\$356
Subtotal - Project Personnel							\$17,654
Labor Burden @ 47%							\$8,297
TOTAL - PROJECT PERSONNEL							\$25,951

Materials and Equipment				
Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual Updates and Revisions	1	Each	\$125.00	\$125
Schedule Updates	2	Each	\$150.00	\$300
Mileage	200	Miles	\$0.445	\$89
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	3	Sets	\$125.00	\$375
Data Processing	1	Each	\$100.00	\$100
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$150.00	\$150
Office Supplies	1	Each	\$300.00	\$300
TOTAL - MATERIALS & EQUIPMENT				\$1,689

TOTAL SCHEMATIC PHASE \$27,640

III. Design Development Phase

Project Personnel							
Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total	
Project Executive	5.00	2	10	Man Hours	\$120.19	\$1,202	
Operations Manager	10.00	8	80	Man Hours	\$96.15	\$7,692	
Project Manager	8.00	8	64	Man Hours	\$60.10	\$3,846	
Project Superintendent	7.00	6	42	Man Hours	\$64.90	\$2,726	
Project Administrator	7.00	10	70	Man Hours	\$31.25	\$2,188	
Chief Estimator	4.00	10	40	Man Hours	\$60.10	\$2,404	
Estimator	4.00	24	96	Man Hours	\$57.69	\$5,538	
BIM Coordinator	2.00	8	16	Man Hours	\$88.94	\$1,423	
Subtotal - Project Personnel						\$27,019	
Labor Burden @ 47%						\$12,689	
TOTAL - PROJECT PERSONNEL						\$39,718	

Materials and Equipment				
Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	0	Each	\$125.00	\$0
Project Schedule	0	Each	\$150.00	\$0
Schedule Updates	3	Each	\$150.00	\$450
Mileage	250	Miles	\$0.445	\$111
Deliverable Reports	1	Each	\$200.00	\$200
Construction Document Reproductions*	1	Sets	\$250.00	\$250
Data Processing	1	Each	\$250.00	\$250
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$250.00	\$250
Office Supplies	1	Each	\$350.00	\$350
TOTAL - MATERIALS & EQUIPMENT				\$2,011

TOTAL DESIGN DEVELOPMENT PHASE \$41,730

IV. Construction Document Phase (GMP-nd)

Project Personnel							
Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total	
Project Executive	8.00	2	16	Man Hours	\$120.19	\$1,923	
Operations Manager	12.00	8	96	Man Hours	\$96.15	\$9,231	
Project Manager	11.00	10	110	Man Hours	\$60.10	\$6,611	
Project Superintendent	8.00	10	80	Man Hours	\$64.90	\$5,192	
Project Administrator	11.00	12	132	Man Hours	\$31.25	\$4,125	
Chief Estimator	5.00	8	40	Man Hours	\$60.10	\$2,404	
Estimator	0.00	30	0	Man Hours	\$57.69	\$0	
BIM Coordinator	0.00	8	0	Man Hours	\$88.94	\$0	
Subtotal - Project Personnel						\$29,486	
Labor Burden @ 47%						\$13,858	
TOTAL - PROJECT PERSONNEL						\$43,344	

Materials and Equipment				
Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	0	Each	\$125.00	\$0
Project Schedule	0	Each	\$150.00	\$0
Schedule Updates	2	Each	\$150.00	\$300
Mileage	300	Miles	\$0.445	\$134
Deliverable Reports	1	Each	\$200.00	\$200
Construction Document Reproductions*	2	Sets	\$250.00	\$500
Data Processing	1	Each	\$250.00	\$250
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$250.00	\$250
Office Supplies	1	Each	\$350.00	\$350
TOTAL - MATERIALS & EQUIPMENT				\$2,134
TOTAL 50% DOCUMENTS PHASE				\$45,477

*Does not include Subcontractor bid sets which are a cost of the work.

SUMMARY	
Programming / Conceptual Phase	\$19,914
Schematic Phase	\$27,640
Design Development Phase	\$41,730
Construction Documents Phase	\$45,477
TOTAL DESIGN PHASE FEE	\$134,761

EXHIBIT "G"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: OWNER: City of Miami Beach
1200 N. Highland St.
Miami Beach, FL 33137

FROM: (DBE) Alor Building Company
198 Concourse Blvd
Orlando, FL 32873

PROJECT: Miami Dena Public Works Complex

APPLICATION NO. _____ DATE _____

PERIOD TO: _____ DATE _____

OWNER'S PROJECT NO. _____ TRD _____

CM PROJECT NO. _____ TRD _____

CONTRACT DATE: _____ TRD _____

CONTRACT FOR Construction Management Services for Miami Dena Public Works Complex DESIGN BUILDER'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet. All Documents (N/A), is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTAL \$		\$	\$
Net change by Change Orders		\$	\$

1. ORIGINAL CONTRACT SUM \$ TRD
2. Subchange by Change Orders \$ TRD
3. CONTRACT SUM TO DATE (Line 1+2) \$ TRD
4. TOTAL COMPLETED & STORED TO DATE \$ TRD
5. LESS RETAINAGE \$ TRD
6. LESS OWNER PURCHASE PAYMENTS \$ TRD
7. TOTAL EARNED LESS RETAINAGE & OWNER PUR (Line 4 less Line 5 plus Line 6 Total) \$ TRD
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 less prior Certificate) \$ TRD
9. CURRENT PAYMENT DUE \$ 0.00
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 7 less Line 4 plus Line 5) \$ TRD

The undersigned Construction Manager certifies that to the best of the Construction Manager'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 Construction Manager's 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.

CONSTRUCTION MANAGER: Alor Building Company

By: _____ Date: _____

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied for.)
AMOUNT \$

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Construction Manager named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Construction Manager under the Contract.

Exhibit "B" to Amendment 1

GMP

December 05, 2023

City of Mount Dora
Public Works Facility



**CITY OF
MOUNT
D O R A**

Ajax

735 Primera Blvd., Suite 230

Lake Mary, FL 32746

www.ajaxbuilding.com

CGC042112



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EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Final Guaranteed Maximum Price (GMP) Proposal No. 2 for the Mount Dora Public Works Facility for consideration by City of Mount Dora. This Final GMP Proposal No. 2 represents the second of a total of two (2) cumulative GMP Proposals that are planned for this multi-GMP Project.

Included within this Final GMP Proposal No. 2 are cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This Final GMP Proposal No. 2, upon acceptance by City of Mount Dora, is intended to serve as the basis for an Amendment to the CM Contract, adding the next portion of work to the current contract.

Project Description

The project, covering 17.65 acres of land, consists of six pre-engineered metal buildings. One of which will contain offices and workspaces for public works, leisure services, logistics, construction management, and administrative services. The remaining buildings will provide covered storage for materials and rolling assets, fulfilling the project's intention of serving the operational and storage needs of the city.

Previously Accepted GMP Proposals

The following GMP Proposals have been previously accepted and are currently included in the Agreement between Ajax Building Company, LLC and the City of Mount Dora.

GMP Proposal No. 1 Early Equipment Procurement Package: Work included within this partial Guaranteed Maximum Price: Pre-Con General Conditions and General Requirements, Pre-Engineered Metal Building Allowance, Mechanical Allowance, Electrical Allowance, Sales Tax Allowance, Contingency, Builder's Risk, and Warranty, Construction Manager Fee, and Insurance and Bonds.

The current Contract Sum, inclusive of the previously accepted GMP Proposals and Contract Amendments to date, totals \$5,124,924.00.

Current GMP Proposal – Final GMP Proposal No. 2.

This is the second and final GMP Proposal for this project. This proposal includes and incorporates the previously approved GMP and adds the balance of work required to complete the Mount Dora Public Works Facility Project. Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the GMP Documents. The work included in this GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections II and IV of this proposal.

This Final GMP Proposal No. 2 totals \$21,873,617.00. Upon acceptance, the cumulative Contract Sum will be \$26,998,541.00 inclusive of this GMP Proposal, previously accepted GMP Proposals, and Contract Amendments to date.

Note: The GMP Proposals presented by Ajax Building Company, LLC are cumulative and are not independent of one another.



In addition to the base GMP Proposal, Ajax Building Company, LLC has provided pricing for various Alternates in Section IV-F of this proposal for consideration by City of Mount Dora. At this time, none of these Alternates are included within the base GMP Proposal. The following is a summary of the Alternates:

- Alternate No. 1 – Wall Metal Panels on Buildings C and D Add \$218,986.00

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of 13 months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- Substantial Completion February 20, 2025
- Final Completion March 20, 2025

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction February 14, 2024
- Top-Out of Building Structure June 12, 2024
- PEMB Roof Complete July 03, 2024
- Permanent Power August 29, 2024
- Owner Occupancy March 21, 2025

In order for construction activities to commence on February 14, 2024 as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete December 18, 2023
- CM Contract Amendment Executed December 22, 2023
- All Required Permits Issued January 02, 2024
- Notice to Proceed Issued January 03, 2024

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.



LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda



CONTRACT DRAWINGS

Entitled 100% Construction Documents dated 10/23/2023

<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>
	Cover and Index Sheets			
G-001	COVER SHEET	9/15/23	10/23/23	
G-002	INDEX SHEET	9/15/23	10/18/23	10/23/23
G-003	GENERAL ABBREVIATIONS, LEGENDS, AND SYMBOLS	9/15/23	10/23/23	
G-100	PROJECT CRITERIA	9/15/23	10/23/23	
G-101	LIFE SAFETY PLANS	9/15/23	10/23/23	
G-201	WALL TYPE DETAILS	9/15/23	10/18/23	10/23/23
	CIVIL			
C-1	COVER PAGE	9/15/23	10/18/23	10/23/23
C-2	GENERAL NOTES	9/15/23	10/18/23	10/23/23
C-3	EXISTING CONDITIONS AND DEMOLITION PLAN	9/15/23	10/18/23	10/23/23
C-4	SITE GEOMETRY PLAN	9/15/23	10/18/23	10/23/23
C-5	PRE-DEVELOPMENT DRAINAGE MAP	9/15/23	10/23/23	
C-6	POST-DEVELOPMENT DRAINAGE MAP	9/15/23	10/23/23	
C-7	PAVING, GRADING, AND DRAINAGE PLAN	9/15/23	10/18/23	10/23/23
C-8	DETAILS – MT. DORA	9/15/23	10/23/23	
C-9	DETAILS – MT DORA	9/15/23	10/18/23	10/23/23
C-10	DETAILS – MISCELLANEOUS	9/15/23	10/18/23	10/23/23
C-11	DETAILS – MISCELLANEOUS	9/15/23	10/18/23	10/23/23
C-12	DETAILS – MISCELLANEOUS	9/15/23	10/23/23	
C-13	MAINTENANCE OF TRAFFIC DETAILS	9/15/23	10/18/23	10/23/23
C-14	EROSION CONTROL DETAILS	9/15/23	10/18/23	10/23/23
C-15	UTILITY PLAN – WATER	9/15/23	10/18/23	10/23/23
C-16	UTILITY PLAN – SEWER	9/15/23	10/18/23	10/23/23
C-17	GENERAL UTILITY DETAILS – MT. DORA	9/15/23	10/23/23	
C-18	GENERAL UTILITY DETAILS – MT. DORA	9/15/23	10/23/23	
C-19	GENERAL UTILITY DETAILS – MT. DORA	9/15/23	10/23/23	



Sheet	Description	Date	Revised	Revised
C-20	POTABLE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
C-21	POTABLE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
C-22	POTABLE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
C-23	POTABLE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
C-24	REUSE WATER DETAILS – MT. DORA	9/15/23	10/23/23	
C-25	SANITARY SEWER DETAILS – MT. DORA	9/15/23	10/23/23	
C-26	SANITARY SEWER DETAILS – MT. DORA	9/15/23	10/23/23	
C-27	SANITARY SEWER DETAILS – MT. DORA	10/18/23	10/23/23	
	LANDSCAPING			
L-101	VEGETATION MANAGEMENT PLAN	09/15/23	10/23/23	
L-102	VEGETATION MANAGEMENT PLAN	09/15/23	10/23/23	
L-201	LANDSCAPE PLAN	09/15/23	10/18/23	10/23/23
L-202	LANDSCAPE PLAN	09/15/23	10/18/23	10/23/23
L-301	IRRIGATION PLAN	09/15/23	10/18/23	10/23/23
L-302	IRRIGATION PLAN	09/15/23	10/18/23	10/23/23
L-303	IRRIGATION DETAILS	09/15/23	10/23/23	
	STRUCTURAL			
S-001	STRUCTURAL GENERAL NOTES & ABBREVIATIONS	09/15/23	10/23/23	
S-002	STRUCTURAL GENERAL NOTES & SYMBOL LEGEND	09/15/23	10/23/23	
S-100	FOUNDATION PLAN NOTES	09/15/23	10/18/23	10/23/23
S-101	FOUNDATION PLAN – WAREHOUSE – BUILDING A	09/15/23	10/18/23	10/23/23
S-102	FOUNDATION PLAN – BUILDING B	09/15/23	10/18/23	10/23/23
S-103	OVERALL PLAN – NON-INVENTORY STORAGE BUILDINGS	09/15/23	10/23/23	
S-104	FOUNDATION PLAN – BUILDING C	09/15/23	10/18/23	10/23/23
S-105	FOUNDATION PLAN – BUILDING D	09/15/23	10/18/23	10/23/23
S-106	FOUNDATION PLAN – BUILDING E	09/15/23	10/18/23	10/23/23
S-107	FOUNDATION PLAN – BUILDING F	09/15/23	10/18/23	10/23/23
S-201	FOUNDATION SECTIONS & DETAILS	09/15/23	10/18/23	10/23/23
S-202	FOUNDATION SECTIONS & DETAILS	09/15/23	10/23/23	



Sheet	Description	Date	Revised	Revised
S-301	SCHEDULES	09/15/23	10/18/23	10/23/23
	ARCHITECTURAL			
A-001	ARCHITECTURAL SITE PLAN	09/15/23	10/18/23	10/23/23
A-002	ENLARGED FRONT PLAZA PLAN	09/15/23	10/23/23	10/23/23
A-011	SITE DETAILS	09/15/23	10/23/23	10/23/23
A-012	SITE DETAILS	09/15/23	10/23/23	10/23/23
A-013	GENERATOR / CONDENSER YARD DETAILS	09/15/23	10/18/23	10/23/23
A-101	BUILDING A – FLOOR PLAN	09/15/23	10/18/23	10/23/23
A-102	BUILDING A – DIMENSION PLAN	09/15/23	10/18/23	10/23/23
A-111	BUILDING A – REFLECTED CEILING PLAN	09/15/23	10/23/23	
A-112	BUILDING A – ENLARGED CEILING PLAN AND DETAILS	09/15/23	10/23/23	
A-121	BUILDING A – ROOF PLAN	09/15/23	10/18/23	10/23/23
A-122	BUILDING A – ROOF CALCULATIONS AND DETAILS	09/15/23	10/18/23	10/23/23
A-123	ROOF DETAILS – BUILDINGS A & B	09/15/23	10/18/23	10/23/23
A-124	ROOF DETAILS – ROLLING ASSETS	09/15/23	10/18/23	10/23/23
A-131	FLOOR PLAN DETAILS	09/15/23	10/23/23	
A-132	FLOOR PLAN DETAILS	09/15/23	10/23/23	
A-133	VERTICAL DETAILS – COLUMNS	09/15/23	10/23/23	
A-134	VERTICAL DETAILS – FRONT CANOPY	09/15/23	10/18/23	10/23/23
A-151	BUILDING A – EQUIPMENT PLAN	09/15/23	10/23/23	
A-152	BUILDING A – EQUIPMENT SCHEDULES	09/15/23	10/18/23	10/23/23
A-201	BUILDING A – ELEVATIONS	09/15/23	10/18/23	10/23/23
A-202	BUILDING A – ELEVATIONS	09/15/23	10/18/23	10/23/23
A-301	BUILDING A – BUILDING SECTIONS	09/15/23	10/18/23	10/23/23
A-302	BUILDING A – BUILDING SECTIONS	09/15/23	10/18/23	10/23/23
A-311	WALL SECTIONS	09/15/23	10/18/23	10/23/23
A-312	WALL SECTIONS	09/15/23	10/18/23	10/23/23
A-313	WALL SECTIONS	09/15/23	10/18/23	10/23/23
A-321	WALL SECTION DETAILS	09/15/23	10/18/23	10/23/23



Sheet	Description	Date	Revised	Revised
A-401	ENLARGED PLAN AND DETAILS – LOADING DOCK	09/15/23	10/23/23	
A-402	BUILDING A – ENLARGED PLANS AND DETAILS	09/15/23	10/18/23	10/23/23
A-403	BUILDING A – ENLARGED PLAN, CURB PLANS, AND DETAILS	09/15/23	10/23/23	
A-404	BUILDING A – RESTROOM CURB DETAILS	09/15/23	10/23/23	
A-405	RESTROOM / SHOWER DETAILS	09/15/23	10/23/23	
A-406	RESTROOMS DETAILS	09/15/23	10/23/23	
A-501	WINDOW ELEVATIONS	09/15/23	10/18/23	10/23/23
A-511	WINDOW DETAILS	09/15/23	10/23/23	
A-512	SPECIALTY WINDOW / LOUVER DETAILS	09/15/23	10/18/23	10/23/23
A-601	DOOR SCHEDULE	09/15/23	10/23/23	
A-602	DOOR SCHEDULE AND DETAILS	09/15/23	10/23/23	
A-603	DOOR DETAILS	09/15/23	10/23/23	
A-604	DOOR DETAILS	09/15/23	10/23/23	
A-801	BUILDING B – FLOOR PLAN AND REFLECTED CEILING PLAN	09/15/23	10/23/23	
A-802	BUILDING B – ROOF PLAN AND CALCULATIONS	09/15/23	10/18/23	10/23/23
A-803	BUILDING B – ELEVATIONS AND SECTIONS	09/15/23	10/18/23	10/23/23
A-805	BUILDING B – ELEVATIONS AND SECTIONS	10/18/23	10/23/23	
A-811	OVERALL PLAN – NON-INVENTORY STORAGE BUILDINGS	09/15/23	10/18/23	10/23/23
A-812	BUILDING C – FLOOR PLAN, RCP, ROOF PLAN	09/15/23	10/18/23	10/23/23
A-815	BUILDING C – ELEVATIONS AND SECTIONS	09/15/23	10/18/23	10/23/23
A-821	BUILDING D – FLOOR PLAN, RCP, ROOF PLAN	09/15/23	10/18/23	10/23/23
A-825	BUILDING D – ELEVATIONS AND SECTIONS	09/15/23	10/18/23	10/23/23
A-831	BUILDING E – FLOOR PLAN, RCP	09/15/23	10/18/23	10/23/23
A-832	BUILDING E – ROOF PLAN AND ROOF CALCULATIONS	09/15/23	10/18/23	10/23/23
A-835	BUILDING E – ELEVATIONS AND SECTIONS	09/15/23	10/18/23	10/23/23
A-841	BUILDING F – FLOOR PLAN, RCP, ROOF PLAN	09/15/23	10/18/23	10/23/23
A-845	BUILDING F – ELEVATIONS AND SECTIONS	10/18/23	10/23/23	
	FIRE PROTECTION			
F-001	FIRE PROTECTION SYMBOLS LEGEND	09/15/23	10/23/23	



Sheet	Description	Date	Revised	Revised
F-101	FIRE PROTECTION SITE PLAN	09/15/23	10/23/23	
F-201	FIRE PROTECTION PLAN – FIRST FLOOR WAREHOUSE	09/15/23	10/23/23	
F-401	FIRE PROTECTION – FIRE PUMP ROOM	09/15/23	10/23/23	
F-801	FIRE PROTECTION DETAILS	09/15/23	10/23/23	
	PLUMBING			
P-001	PLUMBING SYMBOLS LEGEND	09/15/23	10/23/23	
P-101	PLUMBING SITE PLAN	09/15/23	10/18/23	10/23/23
P-300	PLUMBING FLOOR PLAN – WAREHOUSE UNDERGROUND	09/15/23	10/18/23	10/23/23
P-301	PLUMBING FLOOR PLAN – WAREHOUSE 1 ST FLOOR	09/15/23	10/18/23	10/23/23
P-302	PLUMBING FLOOR PLAN – COVERED INVENTORY STORAGE	09/15/23	10/18/23	10/23/23
P-303	PLUMBING FLOOR PLAN – PEMB STORAGES	09/15/23	10/18/23	10/23/23
P-401	PLUMBING ENLARGED PLANS	09/15/23	10/18/23	10/23/23
P-501	PLUMBING RISER DIAGRAMS	09/15/23	10/18/23	10/23/23
P-701	PLUMBING SCHEDULES	09/15/23	10/18/23	10/23/23
P-801	PLUMBING DETAILS	09/15/23	10/23/23	
	MECHANICAL			
M-001	MECHANICAL SYMBOLS AND GENERAL NOTES	9/15/23	10/23/23	
M-201	MECHANICAL FLOOR PLAN – 1 ST FLOOR WAREHOUSE	9/15/23	10/18/23	10/23/23
M-601	MECHANICAL CONTROL DRAWINGS	9/15/23	10/18/23	10/23/23
M-701	MECHANICAL SCHEDULES	9/15/23	10/23/23	
M-801	MECHANICAL DETAILS	9/15/23	10/23/23	
M-802	MECHANICAL DETAILS	9/15/23	10/18/23	10/23/23
	ELECTRICAL			
E-001	ELECTRICAL SYMBOLS LEGEND	9/15/23	10/23/23	
E-101	ELECTRICAL SITE PLAN	9/15/23	10/18/23	10/23/23
E-102	LIGHTING SITE PLAN	9/15/23	10/23/23	
E-103	PHOTOMETRICS PLAN	9/15/23	10/23/23	
E-201	LIGHTING PLAN – WAREHOUSE 1 ST FLOOR	9/15/23	10/18/23	10/23/23
E-203	LIGHTING PLAN – COVERED INVENTORY STORAGE	9/15/23	10/18/23	10/23/23



Sheet	Description	Date	Revised	Revised
E-204	LIGHTING PLAN – PEMB STORAGE	09/15/23	10/18/23	10/23/23
E-301	POWER FLOOR PLAN – WAREHOUSE 1 ST FLOOR	09/15/23	10/18/23	10/23/23
E-302	POWER FLOOR PLAN – WAREHOUSE MECHANICAL	09/15/23	10/18/23	10/23/23
E-303	POWER FLOOR PLAN – COVERED INVENTORY STORAGE	09/15/23	10/18/23	10/23/23
E-304	POWER FLOOR PLAN – PEMB STORAGE	09/15/23	10/18/23	10/23/23
E-305	POWER ROOF PLAN – WAREHOUSE	09/15/23	10/18/23	10/23/23
E-401	ELECTRICAL ENLARGED PLANS	09/15/23	10/18/23	10/23/23
E-501	ELECTRICAL ONE-LINE DIAGRAMS	09/15/23	10/18/23	10/23/23
E-601	ELECTRICAL FEEDER SCHEDULE	09/15/23	10/18/23	10/23/23
E-701	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-702	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-703	ELECTRICAL PANEL SCHEDULES	09/15/23	10/18/23	10/23/23
E-801	ELECTRICAL DETAILS	09/15/23	10/23/23	
E-802	ELECTRICAL DETAILS	09/15/23	10/23/23	
E-803	ELECTRICAL DETAILS	09/15/23	10/23/23	
	TECHNOLOGY			
T-001	TECHNOLOGY LEGEND, NOTES, AND SHEET INDEX	09/15/23	10/23/23	
T-100	TECHNOLOGY SITE PLAN	09/15/23	10/23/23	
T-101	WAREHOUSE FLOOR PLAN – TECHNOLOGY	09/15/23	10/23/23	
T-102	COVERED INVENTORY STORAGE – TECHNOLOGY	09/15/23	10/23/23	
T-401	ENLARGED PLANS	09/15/23	10/23/23	
T-501	TECHNOLOGY RISER DIAGRAMS	09/15/23	10/23/23	
T-701	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-702	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-703	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-704	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-705	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-706	TECHNOLOGY DETAILS	09/15/23	10/23/23	
T-801	TECHNOLOGY SCHEDULES	09/15/23	10/23/23	



Sheet	Description	Date	Revised	Revised
	INTERIOR			
ID-001	INTERIOR GENERAL NOTES AND DETAILS	09/15/23	10/23/23	
ID-101	INTERIOR FURNITURE PLAN – BUILDING A	09/15/23	10/23/23	
ID-102	INTERIOR FINISH PLAN – BUILDING A	09/15/23	10/23/23	
ID-201	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-202	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-203	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-204	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-205	INTERIOR PLANS & ELEVATIONS – BUILDING A	09/15/23	10/23/23	
ID-206	INTERIOR RESTROOM PLAN – SCHEDULES	09/15/23	10/23/23	
ID-207	INTERIOR ELEVATIONS – RESTROOMS	09/15/23	10/23/23	
ID-301	INTERIOR FINISH LEGEND	09/15/23	10/23/23	
ID-302	INTERIOR FINISH SCHEDULE AND SHADE DETAILS	09/15/23	10/18/23	10/23/23
ID-401	INTERIOR DETAILS	09/15/23	10/23/23	
ID-402	INTERIOR DETAILS	09/15/23	10/23/23	
ID-403	INTERIOR DETAILS	09/15/23	10/23/23	
ID-501	INTERIOR SIGNAGE INSTALLATION PLAN	09/15/23	10/23/23	
ID-502	INTERIOR SIGNAGE NOTES	09/15/23	10/23/23	
ID-503	INTERIOR SIGNAGE SCHEDULE	09/15/23	10/23/23	
	(END OF CONTRACT DRAWINGS)			



PROJECT SPECIFICATIONS

Entitled 100% Construction Documents dated 10/23/2023

<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS			
00 31 32	GEOTECHNICAL DATA	77	09/15/23	10/23/23
00 01 10	TABLE OF CONTENTS	6	09/15/23	10/23/23
	DIVISION 01 – GENERAL REQUIREMENTS			
01 10 00	SUMMARY	5	09/15/23	10/23/23
01 25 00	SUBSTITUTION PROCEDURES	4	09/15/23	10/23/23
01 25 10	SUBSTITUTION REQUEST FORM	4	09/15/23	10/23/23
01 26 00	CONTRACT MODIFICATION PROCEDURES	3	09/15/23	10/23/23
01 29 00	PAYMENT PROCEDURES	6	09/15/23	10/23/23
01 31 00	PROJECT MANAGEMENT AND COORDINATION	14	09/15/23	10/23/23
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	11	09/15/23	10/23/23
01 32 33	PHOTOGRAPHIC DOCUMENTATION	4	09/15/23	10/23/23
01 33 00	SUBMITTAL PROCEDURES	10	09/15/23	10/23/23
01 40 00	QUALITY REQUIREMENTS	12	09/15/23	10/23/23
01 42 00	REFERENCES	10	09/15/23	10/23/23
01 50 00	TEMPORARY FACILITIES AND CONTROL	11	09/15/23	10/23/23
01 60 00	PRODUCT REQUIREMENTS	7	09/15/23	10/23/23
01 73 00	EXECUTION	12	09/15/23	10/23/23
01 77 00	CLOSEOUT PROCEDURES	7	09/15/23	10/23/23
01 78 23	OPERATION AND MAINTENANCE DATA	8	09/15/23	10/23/23
01 78 39	PROJECT RECORD DOCUMENTS	5	09/15/23	10/23/23
01 79 00	DEMONSTRATION AND TRAINING	7	09/15/23	10/23/23
	DIVISION 03 – CONCRETE			
03 11 00	CONCRETE FORMING	7	09/15/23	10/23/23
03 20 00	CONCRETE REINFORCING	4	09/15/23	10/23/23
03 30 00	CAST-IN-PLACE CONCRETE	25	09/15/23	10/23/23



03 35 45	SEALED CONCRETE FINISHING	5	09/15/23	10/23/23
	DIVISION 05 – METALS			
05 50 00	METAL FABRICATIONS	10	09/15/23	10/23/23
05 52 13	PIPE AND TUBE RAILINGS	8	09/15/23	10/23/23
	DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES			
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	5	09/15/23	10/23/23
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	9	09/15/23	10/23/23
06 64 00	PLASTIC PANELING	3	09/15/23	10/23/23
	DIVISION 07 – THERMAL AND MOISTURE PROTECTION			
07 21 00	BUILDING INSULATION	6	09/15/23	10/23/23
07 42 13	METAL COMPOSITE MATERIAL PANELS	10	09/15/23	10/23/23
07 62 00	SHEET METAL FLASHING AND TRIM	14	09/15/23	10/23/23
07 84 13	PENETRATION FIRESTOPPING	8	09/15/23	10/23/23
07 92 00	JOINT SEALANTS	9	09/15/23	10/23/23
	DIVISION 08 – OPENINGS			
08 11 13	HOLLOW METAL DOORS AND FRAMES	12	09/15/23	10/23/23
08 14 16	FLUSH WOOD DOORS	8	09/15/23	10/23/23
08 31 13	ACCESS DOORS AND FRAMES	3	09/15/23	10/23/23
08 33 23	OVERHEAD COILING DOORS	9	09/15/23	10/23/23
08 41 13	ALUMINUM-FRAMES ENTRANCES AND STOREFRONTS	11	09/15/23	10/23/23
08 56 59	SLIDING SERVICE AND TELLER WINDOW UNITS	4	09/15/23	10/23/23
08 56 60	FIXED SERVICE AND TELLER WINDOW UNITS	4	09/15/23	10/23/23
08 71 00	DOOR HARDWARE	36	09/15/23	10/23/23
08 80 00	GLAZING	15	09/15/23	10/23/23
08 91 19	FIXED LOUVERS	6	09/15/23	10/23/23
	DIVISION 09 – FINISHES			
09 22 16	NON-STRUCTURAL METAL FRAMING	10	09/15/23	10/23/23
09 29 00	GYPSUM BOARD	10	09/15/23	10/23/23
09 30 00	TILING	9	09/15/23	10/23/23
09 51 13	ACOUSTICAL PANEL CEILINGS	9	09/15/23	10/23/23



09 65 13	RESILIENT BASE AND ACCESSORIES	4	09/15/23	10/23/23
09 65 36	STATIC-CONTROL RESILIENT FLOORING	8	09/15/23	10/23/23
09 67 23	RESINOUS FLOORING SYSTEM	6	09/15/23	10/23/23
09 68 13	TILE CARPETING	8	09/15/23	10/23/23
09 91 00	PAINTING	8	09/15/23	10/23/23
	DIVISION 10 – SPECIALTIES			
10 14 19	DIMENSIONAL LETTER SIGNAGE	8	09/15/23	10/23/23
10 14 23	INTERIOR SIGNAGE	5	09/15/23	10/23/23
10 21 13	PLASTIC TOILET COMPARTMENTS	5	09/15/23	10/23/23
10 22 13	WIRE MESH PARTITIONS	7	09/15/23	10/23/23
10 22 33	ACCORDION FOLDING PARTITIONS	7	09/15/23	10/23/23
10 26 00	WALL PROTECTION	5	09/15/23	10/23/23
10 28 13	TOILET ACCESSORIES	5	09/15/23	10/23/23
10 41 16	EMERGENCY KEY CABINETS	3	09/15/23	10/23/23
10 44 00	FIRE PROTECTION SPECIALTIES	7	09/15/23	10/23/23
10 51 00	LOCKERS	6	09/15/23	10/23/23
10 56 13	METAL STORAGE SHELVING	5	09/15/23	10/23/23
10 73 16	ALUMINUM CANOPIES	4	09/15/23	10/23/23
10 75 16	GROUND-SET FLAGPOLES	4	09/15/23	10/23/23
	DIVISION 11 – EQUIPMENT			
11 13 19	STATIONARY LOADING DOCK EQUIPMENT	12	09/15/23	10/23/23
11 31 00	APPLIANCES	2	09/15/23	10/23/23
11 94 13	MISCELLANEOUS EQUIPMENT	2	09/15/23	10/23/23
	DIVISION 12 – FURNISHINGS			
12 24 13	ROLLER WINDOW SHADES	5	09/15/23	10/23/23
12 36 16	METAL COUNTERTOPS	3	09/15/23	10/23/23
12 36 61	SOLID SURFACE COUNTERTOPS	4	09/15/23	10/23/23
	DIVISION 13 – SPECIAL CONSTRUCTION			
13 34 19	METAL BUILDING SYSTEMS	30	09/15/23	10/23/23
	DIVISION 21 – FIRE SUPPRESSION			



21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	5	09/15/23	10/23/23
21 05 53	IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	5	09/15/23	10/23/23
21 11 00	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	10	09/15/23	10/23/23
21 13 13	WET-PIPE SPRINKLER SYSTEMS	11	09/15/23	10/23/23
21 13 16	DRY-PIPE SPRINKLER SYSTEMS	17	09/15/23	10/23/23
21 31 13	ELECTRIC DRIVE CENTRIFUGAL FIRE PUMP	6	09/15/23	10/23/23
21 34 00	PRESSURE MAINTENANCE PUMPS	4	09/15/23	10/23/23
21 39 00	CONTROLLERS FOR FIRE PUMP DRIVERS	7	09/15/23	10/23/23
	DIVISION 22 – PLUMBING			
22 05 00	COMMON WORK RESULTS FOR PLUMBING	9	09/15/23	10/23/23
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	4	09/15/23	10/23/23
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	6	09/15/23	10/23/23
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	9	09/15/23	10/23/23
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	6	09/15/23	10/23/23
22 07 00	PLUMBING INSULATION	20	09/15/23	10/23/23
22 11 16	DOMESTIC WATER PIPING	11	09/15/23	10/23/23
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	8	09/15/23	10/23/23
22 13 16	SANITARY WASTE AND VENT PIPING	13	09/15/23	10/23/23
22 13 19	SANITARY WASTE AND PIPING SPECIALTIES	12	09/15/23	10/23/23
22 13 23	SANITARY WASTE INTERCEPTORS	3	09/15/23	10/23/23
22 33 00	ELECTRIC DOMESTIC WATER HEATERS	6	09/15/23	10/23/23
22 10 00	PLUMBING FIXTURES	15	09/15/23	10/23/23
22 47 00	DRINKING FOUNTAINS AND WATR COOLERS	6	09/15/23	10/23/23
	DIVISION 23 – HVAC			
23 05 00	COMMON WORK RESULTS FOR HVAC	5	09/15/23	10/23/23
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	3	09/15/23	10/23/23
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	4	09/15/23	10/23/23
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7	09/15/23	10/23/23
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC	4	09/15/23	10/23/23



23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	2	09/15/23	10/23/23
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	15	09/15/23	10/23/23
23 07 13	DUCT INSULATION	12	09/15/23	10/23/23
23 07 19	HVAC PIPING INSULATION	11	09/15/23	10/23/23
23 31 13	METAL DUCTS	8	09/15/23	10/23/23
23 33 00	AIR DUCT ACCESSORIES	8	09/15/23	10/23/23
23 34 23	HVAC POWER VENTILATORS	5	09/15/23	10/23/23
23 36 00	AIR TERMINAL UNITS	4	09/15/23	10/23/23
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	4	09/15/23	10/23/23
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS	9	09/15/23	10/23/23
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	5	09/15/23	10/23/23
23 08 00	COMMISSIONING OF HVAC	10	09/15/23	10/23/23
	Division 26 – Electrical			
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	9	09/15/23	10/23/23
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7	09/15/23	10/23/23
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	12	09/15/23	10/23/23
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6	09/15/23	10/23/23
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	16	09/15/23	10/23/23
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	6	09/15/23	10/23/23
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	8	09/15/23	10/23/23
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	9	09/15/23	10/23/23
26 09 23	STAND ALONE LIGHTING CONTROL DEVICES	8	09/15/23	10/23/23
26 24 13	PANELBOARDS	10	09/15/23	10/23/23
26 27 26	WIRING DEVICES	10	09/15/23	10/23/23
26 28 13	FUSES	3	09/15/23	10/23/23
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	7	09/15/23	10/23/23
26 32 13	PACKAGED STANDBY DIESEL ENGINE GENERATOR	12	09/15/23	10/23/23
26 36 00	TRANSFER SWITCHES	11	09/15/23	10/23/23
26 43 13	SURGE PROTECTION DEVICES	11	09/15/23	10/23/23



26 51 00	INTERIOR LIGHTING	14	09/15/23	10/23/23
26 56 00	EXTERIOR LIGHTING	16	09/15/23	10/23/23
	DIVISION 27 – COMMUNICATIONS			
27 00 10	TECHNOLOGY GENERAL PROVISIONS	16	09/15/23	10/23/23
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	10	09/15/23	10/23/23
27 05 28	RACEWAYS FOR TECHNOLOGY	22	09/15/23	10/23/23
27 10 00	STRUCTURED CABLING SYSTEM	30	09/15/23	10/23/23
27 41 00	AUDIO / VISUAL SYSTEMS	17	11/14/23	
	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
28 10 00	ELECTRONIC SECURITY SYSTEMS	22	09/15/23	10/23/23
28 20 00	CLOSED CIRCUIT TELEVISION/VIDEO SURVEILLANCE SYSTEM	15	09/15/23	10/23/23
28 31 11	ADDRESSABLE FIRE-ALARM SYSTEMS	32	09/15/23	10/23/23
	DIVISION 31 - EARTHWORK			
31 11 00	SITE PREPARATION	2	09/15/23	10/23/23
31 23 00	EXCAVATION AND FILL	12	09/15/23	10/23/23
31 23 19	DEWATERING	5	09/15/23	10/23/23
21 23 33	TRENCHING AND BACKFILLING	10	09/15/23	10/23/23
31 25 00	EROSION AND SEDIMENT CONTROL (INCLUDING SWPPP)	74	09/15/23	10/23/23
31 31 16	TERMITE CONTROL	5	09/15/23	10/23/23
31 32 00	SOIL STABILIZATION	5	09/15/23	10/23/23
31 37 13	STONE RIPRAP	2	09/15/23	10/23/23
31 41 00	SHORING	7	09/15/23	10/23/23
	DIVISION 32 – EXTERIOR IMPROVEMENTS			
32 12 16	ASPHALT PAVING	4	09/15/23	10/23/23
32 13 13	CONCRETE PAVING	4	09/15/23	10/23/23
32 15 40	AGGREGATE SURFACE	3	09/15/23	10/23/23
32 17 13	PARKING BUMPERS	2	09/15/23	10/23/23
32 17 23	PAVEMENT MARKINGS	3	09/15/23	10/23/23
32 17 26	TACTILE WARNING SURFACING	3	09/15/23	10/23/23



32 31 00	FENCES AND GATES	4	09/15/23	10/23/23
32 31 13	CHAIN LINK FENCES AND GATES	15	09/15/23	10/23/23
32 31 19	DECORATIVE METAL FENCES AND GATES	10	09/15/23	10/23/23
32 90 00	PLANTING	8	09/15/23	10/23/23
	DIVISION 33 – UTILITIES			
33 01 10	DISINFECTION OF WATER SYSTEM	4	09/15/23	10/23/23
33 01 30	SEWER CLEANING, FLUSHING, AND CCTV	3	09/15/23	10/23/23
33 05 00	BURIED PIPE	15	09/15/23	10/23/23
33 05 05	UTILITY TESTING FORMS	8	09/15/23	10/23/23
33 05 13	MANHOLES AND STRUCTURES	6	09/15/23	10/23/23
33 05 61	MANHOLE COVERS	4	09/15/23	10/23/23
33 11 16	SITE WATER DISTRIBUTION	9	09/15/23	10/23/23
33 12 16	WATER UTILITY DISTRIBUTION VALVES	6	09/15/23	10/23/23
33 14 16	PUBLIC WATER UTILITY DISTRIBUTION PIPING	12	09/15/23	10/23/23
33 31 00	SEWERAGE PIPING	11	09/15/23	10/23/23
33 41 00	STORM UTILITY DRAINAGE PIPING	4	09/15/23	10/23/23
33 46 00	SUBDRAINAGE	3	09/15/23	10/23/23
	(END OF PROJECT SPECIFICATIONS)			



**CITY OF
MOUNT
DORA**

AJAX BUILDING COMPANY, LLC PROJECT NO. 202009
CITY OF MOUNT DORA

PUBLIC WORKS FACILITY

FINAL GMP PROPOSAL

December 5, 2023

ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

<u>Addenda #</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
01	Addendum #01	25	10/18/23	
	(END OF ADDENDA)			



PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
1	AHU and CU Change	8/25/23	08/31/23	
2	Generator Output Breaker and ATS Size Change	9/20/23	09/25/23	
3	Acoustical Ceiling Tiles Grid System	9/22/23	09/26/23	
4	Ceiling Types in Corridors #141 and #142	9/22/23	09/26/23	
5	Ceiling Types in Corridors #120, #120A, and #120B	9/22/23	09/26/23	
6	Closed Transition Requirement	9/26/23	10/04/23	
7	Door Material	9/26/23	09/26/23	
8	Alternate Door Manufacturer	10/02/23	10/10/23	
9	Existing Fence and New Fence Threshold	10/04/23	10/10/23	
10	Horizontal Sliding Gates	10/04/23	10/10/23	
11	Fence Rails	10/04/23	10/11/23	
12	Oil Interceptors	10/11/23	10/10/23	
13	Nantucket Drawer Storage	10/18/23	10/19/23	
14	HDMI Cable at Televisions	10/18/23	10/30/23	
15	Warehouse Facing Walls	10/19/23	10/23/23	
16	Wall Type P7 – High Impact Board	10/19/23	10/25/23	
17	Metal Framing – Parapet	10/23/23	10/31/23	
18	Wire Mesh Security Fencing	10/24/23	10/25/23	
19	Exterior Warehouse Lighting	10/26/23	11/03/23	
20	Lighting Site Plan Scale	10/26/23	11/03/23	
21	Pole Mounted Fixtures	10/26/23	11/03/23	
22	Fixture Type OC	10/26/23	11/03/23	
23	Dual Channel Raceway	10/26/23	11/03/23	
24	Covered Storage Lighting	10/26/23	11/03/23	
25	Momentary Switch Lighting Control	10/26/23	11/03/23	
26	LENEL Security System	10/26/23	11/03/23	
27	CIP Retaining Wall	10/27/23	11/07/23	



<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
28	Speaker Specifications	10/27/23	11/02/23	
29	IC Stations	10/27/23	11/02/23	
30	Video Server	10/27/23	11/03/23	
31	CCTV Camera Site	10/27/23	11/02/23	
32	Hi-Lo Mixer Clarification	10/30/23	11/03/23	
33	Plumbing Fixture Schedule	10/30/23	11/03/23	
34	Roof Finishes	10/30/23	11/02/23	
35	Eye Wash Station	10/31/23	11/03/23	
36	Redi-Check Comments	11/02/23	11/02/23	
	(END OF PRE-BID RFI'S)			



OTHER DOCUMENTS

<u>Reference</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Geotechnical Report(s)			
	Geotechnical Exploration	76	04/09/21	07/21/23
	Boring Plan	1	04/02/21	
	Boundary, Topographic, and Tree Survey	5	03/09/20	01/12/22
	(END OF OTHER DOCUMENTS)			



BID PACKAGES AND BID PACKAGE ADDENDA

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
1.01	Site Survey	10/24/23
1.02	Material Testing	10/24/23
1.04	Final Cleaning	10/24/23
3.01	Concrete	10/24/23
5.01	Miscellaneous Steel	10/24/23
6.01	Casework and Millwork	10/24/23
8.01	Doors, Frames, and Hardware	10/24/23
8.02	Overhead Doors	10/24/23
8.03	Glass, Glazing, and Storefront	10/24/23
9.01	Framing and Drywall	10/24/23
9.02	Hard Tile	10/24/23
9.03	Carpet and Resilient Flooring	10/24/23
9.04	Acoustical Ceiling	10/24/23
9.09	Painting and Wallcovering	10/24/23
10.01	Miscellaneous Specialties	10/24/23
10.02	Signage	10/24/23
10.07	Operable Partitions	10/24/23
10.08	Walkway Covers and Canopies	10/24/23
10.13	Lockers	10/24/23
13.01	Pre-Engineered Metal Building	06/06/22
21.01	Fire Protection	10/24/23
22.01	Plumbing	10/24/23
23.01	HVAC with Controls	10/24/23
23.02	HVAC – Early Equipment	06/05/23
26.01	Electrical, Data, and Fire Alarm	10/24/23
26.03	Generator – Early Equipment	06/05/23
26.04	Electrical – Early Equipment	06/05/23



<u>BP No.</u>	<u>Description</u>	<u>Date</u>
31.01	Sitework and Utilities	10/24/23
32.03	Security Fencing and Gate	10/24/23
32.04	Landscaping and Irrigation	10/24/23
	(END OF BID PACKAGES)	

END OF DOCUMENT LIST



CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This Final GMP Proposal No. 2 has been prepared based on the following documents:
 - The Contract Drawings entitled 100% Construction Documents dated October 23, 2023 as prepared by Architects Design Group. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled 100% Construction Documents dated October 23, 2023 as prepared by Architects Design Group. Refer to Document List included in Section II of this proposal.
 - Addendum No. 01 prepared by Architects Design Group and their consultants, dated October 18, 2023, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 01 - 36 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager.
 - The Construction Manager's GMP Cost Report dated December 5, 2023.
 - The Construction Manager's Project Schedule dated November 30, 2023.
 - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that this Final GMP Proposal No. 2 will require reconciliation, either additive or deductive, for scope increased or decreased between this Final GMP Proposal No. 2 and the 100% Construction Documents.
- It is understood that various allowances are included in this Final GMP Proposal No. 2 as indicated in Section IV-E of this proposal. It is further understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- The value of liquidated damages for this project is established as \$500.00 per calendar day.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.
- This is the second and final GMP proposal for this project. This proposal includes and incorporates the previously approved GMP No.1 Early Equipment Procurement Package and adds the balance of the work required to complete the entire Mount Dora Public Works Facility project. This final GMP is made part of the work previously submitted in GMP No. 1 executed, dated 07/17/23, executed on 08/01/23. The value of this GMP No. 2 is \$21,873,617.00. The value of the previously approved GMP No. 1 is \$5,124,924.00. Upon execution, the total GMP for the project will equal \$26,998,541.00 and the overall substantial completion date of the entire project will be 02/20/25.

Scope of the GMP Proposal

- The scope of this Final GMP Proposal No. 2 consists of the following:
 - The Construction Manager's general conditions and general requirements for a period of 13 months.
 - Base Bid GMP – Includes the following scope of work:
 - The project, covering 17.65 acres of land, consists of six pre-engineered metal buildings. One of which will contain offices and workspaces for public works, leisure services, logistics, construction management, and administrative services. The remaining buildings will provide covered storage for materials and rolling assets, fulfilling the project's intention of serving the operational and storage needs of the city.



- Value Engineering– Various value engineering ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration in Section IV-D of this proposal. Those items noted as “Accepted” have been incorporated into this GMP Proposal. Those items noted as “Pending” are available for consideration. Those items noted as “Rejected” have previously been considered by the project team and were rejected.
- Alternates – The following “Alternates” have been priced and are offered for consideration as part of this proposal. Refer to Section IV-F of this proposal for a more detailed description and pricing for the alternates.
 - Alternate No. 1 – Wall Metal Panels on Buildings C and D
Add \$218,986.00 (Rejected)

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - This GMP Proposal includes the Construction Manager’s general conditions and general requirements for a period of thirteen (13) months.
 - We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
 - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
 - Aerial photographs have been included.
 - An allowance \$550,000.00 is included for building permits.
 - An allowance of \$80,000.00 is included for environmental permits, water and sewer system service charges, and impact/connection fees.
 - Tap fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
 - Costs related to a threshold inspector are not included.
 - Lab testing is included. Temporary utility services (water, sewer and electric) are included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
 - The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Construction Manager through the date of Substantial Completion at which time these utilities shall be transferred into the Owner’s name and become the responsibility of the Owner.
 - We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$975.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$3,250.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to



access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$27,000.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.

- We have included costs associated with the Construction Manager's management of the Textura pay application system for the duration of the project in the amount of \$5,500.00.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be \$910.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Temporary gravel, limerock, crushed concrete or asphalt millings is included for the stabilization of the construction entrances.
- Temporary jobsite fencing and gates are included as 6'-0" high mesh fencing.
- Silt fencing is included for areas where construction runoff and/or erosion may occur.
- One (1) each standard 4' x 8' project sign is included.
- Reproduction and distribution of Contract Documents for the purpose of construction is included.
- A site survey is included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of 49%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$225,353.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
 - The standard deductible for this policy is \$25,000.
 - The windstorm deductible for this policy is 2% Value at Risk at Time of Loss (VARTOL) / \$100,000 minimum.
 - The flood deductible for this policy is \$25,000.
 - The earthquake deductible for this policy is \$25,000.
 - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
 - "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use".
- The Builder's Risk and General Liability Policies do not cover existing construction or existing building components, therefore the Owner shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$8,533.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- A Construction Manager's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).



- To improve and/or accelerate the progress of the work.
- To improve the conditions of the work.
- For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
- To increase and/or supplement staff as necessary to effectively manage the project.
- To adjust the reimbursable general conditions in excess of the budget.
- An Owner's Contingency in the amount of \$50,000.00 is included.
- Based on current market volatility, an Escalation Allowance of \$50,000.00 is included. The purpose of this allowance is to reconcile the buyout after GMP award for costs associated with supply chain impacts subsequent to the buyout reconciliation change order. Specifically, Ajax has been notified of potential supply chain issues affecting both costs and availability of resources from multiple trade bidders, including but not limited to: Electrical, Data, & Fire Alarm, HVAC, and Pre-Engineered Metal Building.
- The pricing provided is guaranteed through January 5, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee is included at the rate of 3% of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- This GMP Proposal includes estimating services for the reconciliation of the GMP between the GMP Documents (refer to Section II of this proposal) and the 100% Construction Documents scheduled to be issued by the Architect on October 23, 2023. Preconstruction or estimating services beyond this GMP reconciliation are not included.
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- Due to the compressed nature of the project schedule and the need to expedite materials and equipment, it is extremely critical that a system be put in place to streamline the execution of these purchase orders by the Owner. This can be accomplished by 1) putting a system in place that will permit the Construction Manager to issue these purchase orders directly to vendors on behalf of the Owner (with copies to the Owner as they are issued), or 2) put a system in place within the Owner's Administration to ensure 24 hour turnaround time on the issuance of these purchase orders after receipt of the necessary information from the Construction Manager.
- Should the Owner elect to utilize the Direct Purchase Order process to save sales tax, the tax for actual purchases will be credited to the Owner. At the end of the Project, any refund for materials not purchased or surplus materials returned to suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Construction Manager and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the Owner.
- Some work of the GMP Proposal and the Project Schedule may include materials or products from China or other areas impacted by the Coronavirus, COVID-19 virus, or future concern. The GMP and Project Schedule do not account for and specifically exclude any disruptions, cost impacts or delays to the procurement or supply of such materials caused by the Coronavirus or COVID-19 outbreak. Additionally, the GMP and Project Schedule do not account for and specifically exclude any impacts that may be caused to the performance of the work resulting from labor shortages, shutdowns, work restrictions, travel restrictions, production inefficiencies, governmental regulations/guidance, or other causes resulting from the Coronavirus or COVID-19 outbreak.

Division 02 – Existing Conditions



- Clarifications, qualifications and assumptions related to Division 02:
 - We did not include any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
 - The water and runoff generated from construction operations will be contained on the project site. It is assumed that the water and/or runoff generated from demolition operations will not require collection, treatment or disposal.
 - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
 - We specifically exclude the relocation and/or reinstallation of any existing or temporary buildings, structures, etc.
 - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.

Division 03 – Concrete

- Clarifications, qualifications and assumptions related to Division 03:
 - Concrete work is included in Bid Package 3.01 - Concrete dated 10/24/23 and all subsequent addenda.
 - We exclude any special rebar finishes, galvanizing, or special chairs/supports.
 - We included polished concrete and epoxy coatings.

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
 - Metal work is included in Bid Package 5.01 - Miscellaneous Steel dated 10/24/23 and all subsequent addenda and ASI.
 - Structural Steel for canopies and overhead doors is included.
 - Miscellaneous and Fabricated Metals are included.

Division 06 – Wood, Plastics and Composites

- Clarifications, qualifications and assumptions related to Division 06:
 - Carpentry work is included in Bid Package 6.01 - Casework and Millwork dated 10/24/23 and all subsequent addenda and ASI.
 - FSC lumber has been excluded from this proposal.

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
 - Roofing is included in Bid Package 13.01 – Pre-Engineered Metal Building dated 06/06/22 and all subsequent addenda and ASI.

Division 08 – Openings

- Clarifications, qualifications and assumptions related to Division 08:
 - Doors, framing, and hardware are included in Bid Package 8.01 - Doors, Frames, and Hardware dated 10/24/23 and all subsequent addenda and ASI.
 - No mastic painting, asphalt painting, or back priming is included for hollow metal frames.



- No zinc-rich priming is included.
- No fire rating to be provided for the metal doors and frames and for wood doors.
- Finished Hardware is provided per contract documents and door schedule.
- Specialty doors are included in Bid Package 08.02 – Overhead Doors dated 10/24/23 and all subsequent addenda and ASI.
- Glass and glazing is included in Bid Package 08.03 – Glass, Glazing, and Storefront dated 10/24/23 and all subsequent addenda and ASI.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
 - Framing and Drywall is included in Bid Package 9.01 - Framing and Drywall dated 10/24/23 and all subsequent addenda and ASI.
 - Abuse resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - Mold/Mildew resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - Hard Tile is included per Bid Package 09.02 – Hard Tile dated 10/24/23 and all subsequent addenda and ASI.
 - No special tile patterns, mosaics, colors or shapes are included unless specified.
 - Carpet and Resilient Flooring is included in Bid Package 09.03 – Carpet and Resilient Flooring dated 10/24/23 and all subsequent addenda and ASI.
 - Accepted VE 09.03-07, RB-1 change 4" rubber base type TS to type TP, deduct (\$652.00).
 - Accepted VE 09.03-08, RB-2 change 6" rubber base type TS to type TP, deduct (\$146.00).
 - Acoustical Ceilings are included in Bid Package 09.04 – Acoustical Ceiling Tiles dated 10/24/23 and all subsequent addenda and ASI.
 - Painting is included in Bid Package 09.09 – Painting and Wallcovering dated 10/24/23 and all subsequent addenda and ASI.
 - No accent walls are included.
 - No painting is included for concealed areas or areas otherwise not exposed to view.

Division 10 – Specialties

- Clarifications, qualifications and assumptions related to Division 10:
 - Miscellaneous Specialties work is included in Bid Package 10.01 - Miscellaneous Specialties dated 10/24/23 and all subsequent addenda and ASI.
 - All items that are to be Owner Provide Owner Installed (OPOI) are excluded.
 - Accepted VE 10.01-01, Safco Flat File Product with (5) drawers in lieu of Nantucket Drawer Storage with (4) drawers, deduct (\$255.00).
 - Accepted VE 10.01-03, Utilize ASI Products in lieu of Bobrick, deduct (\$3,025.00).
 - Signage is included in Bid Package 10.02 – Signage dated 10/24/23 and all subsequent addenda and ASI.
 - Operable Partitions are included in Bid Package 10.07 – Operable Partitions dated 10/24/23 and all subsequent addenda and ASI.
 - An allowance in the amount of \$40,088.00 is included for Protective Covers and Canopies.

Division 12 – Furnishings

- Clarifications, qualifications and assumptions related to Division 12:
 - An allowance of \$110,231.00 is included for Racking.
 - It is understood that all FFE will be provided and installed by the City of Mount Dora.



Division 13 – Pre-Engineered Metal Building

- Clarifications, qualifications and assumptions related to Division 13:
 - Pre-Engineered Metal Building work is included in Bid Package 13.01 - Pre-Engineered Metal Building dated 06/06/22 and all subsequent addenda and ASI.

Division 21 – Fire Suppression

- Clarifications, qualifications and assumptions related to Division 21:
 - Fire Protection work is included in Bid Package 21.01 - Fire Protection dated 10/24/23 and all subsequent addenda and ASI.
 - The Architect/Engineer of Record shall provide all required fire protection system engineering documents for the project, including all engineering, calculations, analysis, and other data required to set forth the overall design requirements and provide sufficient direction to the construction manager for the layout and construction of the fire protection system(s) and shall be signed and sealed by the Engineer of Record and meet all requirements of the authority having jurisdiction. The construction manager's fire protection subcontractor shall provide all required fire protection system layout documents for the project, including layout, sizing, hydraulic calculations and other construction data that shall provide the requirements for the fabrication and installation of the fire protection system(s) and shall prepare and submit for review/approval, shop drawings and product data for the fire protection system(s) based upon the design documents provided by the Architect/Engineer of Record. Shop drawings and product data shall not require any additional engineering input, and shall not be required to be signed/sealed by a delegated engineer.

Division 22 – Plumbing

- Clarifications, qualifications and assumptions related to Division 22:
 - Plumbing work is included in Bid Package 22.01 - Plumbing dated 10/24/23 and all subsequent addenda and ASI.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - HVAC work is included in Bid Package 23.01 – HVAC with Controls dated 10/24/23 and all subsequent addenda and ASI.
 - The Trane AHU / CU equipment procured through Owner Direct Purchase after approval of GMP No.1 Early Equipment Procurement Package are included.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
 - Electrical work is included in Bid Package 26.01 - Electrical, Data, & Fire Alarm dated 10/24/23 and all subsequent addenda and ASI.
 - Secondary electrical service from the primary transformer to the building(s) and electrical service distribution thereafter is included. The Construction Manager assumes that the Owner's local utility company will install the primary electrical service from the utility company's infrastructure to the on-site transformer, including furnishing and installing the primary transformer and related housekeeping pad.



- Jacking, boring, or directional drilling is not included for new or relocated utilities.
- J-hooks and cable hooks, as required by others for the installation of telephone, data, security, etc. are specifically excluded.
- The ABB switchgear procured through Owner Direct Purchase after approval of GMP No. 1 Early Equipment Procurement Package is included.
- The Generac generator procured through Owner Direct Purchase after approval of GMP No. 1 Early Equipment Procurement Package is included.

Division 31 – Earthwork & Utilities

- Clarifications, qualifications and assumptions related to Division 31:
 - Sitework and Utilities work is included in Bid Package 31.01 - Sitework and Utilities dated 10/24/23 and all subsequent addenda and ASI.
 - We have not included any milling and/or resurfacing of existing roadways, parking lots, or drives surrounding and/or outside the project site.
 - It is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.

Division 32 – Site Improvements

- Clarifications, qualifications and assumptions related to Division 32:
 - Fencing work is included in Bid Package 32.03 – Security Fencing and Gates dated 10/24/23 and all subsequent addenda and ASI.
 - Landscaping work is included in Bid Package 32.04 – Landscape and Irrigation dated 10/24/23 and all subsequent addenda and ASI.
 - Accepted VE 32.04-02, provide 200 tree bubblers flex in lieu of 6" pop up heads, deduct (\$2,428.00).

General Notes

- General clarifications, qualifications and assumptions related to the Final GMP Proposal No. 2:
 - In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved, and/or the building envelope being fully enclosed.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
 - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL



PUBLIC WORKS FACILITY

FINAL GMP PROPOSAL

December 5, 2023

COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the Final GMP Proposal No. 2 is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

This Final GMP Proposal No. 2 for the Mount Dora Public Works Facility totals \$21,873,617.00. Upon acceptance, the cumulative Contract Sum will be \$26,998,541.00 inclusive of this Final GMP Proposal No. 2, previously accepted GMP Proposal, and the Contract Amendments to date.

The pricing provided is guaranteed through January 5, 2024 or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Following is a summary of current contract amounts:

GMP No. 1 Early Equipment Procurement Package	\$5,124,924.00
Final GMP No. 2 (This Document & Basis of Amendment)	\$21,873,617.00
Total Project Cost	\$26,998,541.00

In addition to the Final GMP Proposal No. 2, Ajax Building Company, LLC has provided pricing for various "Value Engineering" and "Alternates" for consideration by City of Mount Dora, included in Sections IV-D and IV-F respectively. At this time, only those Value Engineering and Budget Options noted as accepted have been incorporated into the GMP Proposal, and no Alternates have been incorporated into the GMP Proposal.

Cost Management Recap



Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F
Estimator: AJAX ESTIMATIN
Primary Project Qty: 73541
Secondary Project Qty: C
Estimate UM: Imperi

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 01300.000 GENERAL CONDITIONS		\$27,804
Total Major Item Code 01300.300 GENERAL REQUIREMENTS		\$4,500
Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES		\$3,967,000
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		\$153,089
Total Major Item Code 26000.000 ELECTRICAL WORK		\$257,538
Total Major Item Code 36000.000 BONDS & INSURANCE		\$98,038
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES		\$101,698
Total Major Item Code 80000.000 CONTINGENCY		\$251,345
Total Major Item Code 90000.000 OVERHEAD & FEE		\$263,912
Total Sec B1 EARLY GMP		\$5,124,924

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F

Estimator: AJAX ESTIMATIN

Primary Project Qty:73541 \$

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 01300.000		\$988,646
GENERAL CONDITIONS		
Total Major Item Code 01300.300		\$1,266,166
GENERAL REQUIREMENTS		
Total Major Item Code 01900.000		\$114,021
MISCELLANEOUS ITEMS		
Total Major Item Code 03000.000		\$3,453,048
CONCRETE WORK		
Total Major Item Code 05000.000		\$125,275
STRUCTURAL STEEL, JOISTS, & DECK		
Total Major Item Code 06400.000		\$193,117
ARCHITECTURAL WOODWORK		
Total Major Item Code 07400.000 ROOFING		\$75,165
& SIDING PANELS		
Total Major Item Code 08000.000 BASIC		\$277,580
DOOR & WINDOW MATERIALS &		
METHODS		
Total Major Item Code 08300.000		\$192,721
SPECIALTY DOORS		
Total Major Item Code 08400.000		\$259,169
ENTRANCES & STOREFRONTS		
Total Major Item Code 09100.000 GYP		\$699,776
BOARD, PLASTER, & STUCCO SYSTEMS		
Total Major Item Code 09300.000 TILE		\$60,967
Total Major Item Code 09500.000 CEILINGS		\$118,903
Total Major Item Code 09600.000 FINISHED		\$184,743
FLOORING		
Total Major Item Code 09900.000 PAINTS &		\$158,115
COATINGS		
Total Major Item Code 10000.000		\$584,043
MISCELLANEOUS BUILDING SPECIALTIES		
Total Major Item Code 12000.000 BUILDING		
FURNISHINGS		
Total Major Item Code 13120.000		\$103,879
PRE-ENGINEERED STRUCTURES		
Total Major Item Code 21000.000 FIRE		\$366,713
SUPPRESSION SYSTEMS		
Total Major Item Code 22000.000		\$510,120
PLUMBING WORK		
Total Major Item Code 23000.000 HEATING,		\$710,410
VENTILATION, & AIR CONDITIONING		
Total Major Item Code 26000.000		\$2,811,568
ELECTRICAL WORK		
Total Major Item Code 31000.000		\$5,383,060
SITEWORK		
Total Major Item Code 32000.000 SITE		\$1,048,167
IMPROVEMENTS		
Total Major Item Code 36000.000 BONDS &		\$460,202
INSURANCE		

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F
Estimator: AJAX ESTIMATIN
Primary Project Qty:73541 :
Secondary Project Qty: C
Estimate UM: Imperi:

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 37000.000 WARRANTIES		\$8,533
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES		-\$76,767
Total Major Item Code 50000.000 ESCALATION COST		\$50,000
Total Major Item Code 80000.000 CONTINGENCY		\$597,633
Total Major Item Code 90000.000 OVERHEAD & FEE		\$1,148,644
Total Sec B2 FINAL GMP		\$21,873,617

Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WO

MOUNT DORA, F

Estimator: AJAX ESTIMATIN

Primary Project Qty:73541 \$

Secondary Project Qty: C

Estimate UM: Imperi:

Report includes Taxes & Insurance.

12:13:36PM

12/5/2023

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
ESTIMATE TOTALS		\$26,998,541



Cost Management Detail

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL
Estimator: AJAX ESTIMATING
Primary Project Qty: 73541 SF
Secondary Project Qty: 0
Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Description	Quantity	Unit \$	Total \$

Sec B1 EARLY GMP

Major Item Code 01300.000 GENERAL CONDITIONS

Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Precon Early Release Package - Operations Manager 1.00 LS 1,232.00 1,232.00

Precon Early Release Package - Project Manager 1.00 LS 15,496.00 15,496.00

Precon Early Release Package - Project Engineer 1.00 LS 9,466.00 9,466.00

Precon Early Release Package - Project Administrator 1.00 LS 1,610.00 1,610.00

Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Total Major Item Code 01300.000 GENERAL CONDITIONS

\$27,804

\$27,804

Major Item Code 01300.300 GENERAL REQUIREMENTS

Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Precon Early Release Package - Reimbursables 1.00 LS 4,500.00 4,500.00

Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Total Major Item Code 01300.300 GENERAL REQUIREMENTS

\$4,500

\$4,500

Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Pre - Con Early Release BP13.01 Warehouse 1.00 EACH 2,475,800.00 2,475,800.00

Pre - Con Early Release BP13.01 Storage Buildings 1.00 EACH 1,357,400.00 1,357,400.00

Pre - Con Early Release BP13.01 Miscellaneous Allowance 1.00 EACH 133,800.00 133,800.00

Total Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES

Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES

\$3,967,000

\$3,967,000

Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING

Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC

Pre - Con Early Release BP23.02 HVAC AHU / CU (GMP 1) 1.00 LS 139,172.00 139,172.00

Pre - Con Early Release BP23.02 HVAC Allowance 1.00 ALLW 13,917.00 13,917.00

Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC

Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING

\$153,089

\$153,089

Major Item Code 26000.000 ELECTRICAL WORK

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FI

Estimator: AJAX ESTIMATING

Primary Project Qty:73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
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Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL

Pre - Con Early Release BP26.02 Generator	1.00 LS	170,985.00	170,985
Pre - Con Early Release Electrical Allowance	1.00 ALLW	6,314.00	6,314
Pre - Con Early Release BP26.04 Switchgear	1.00 LS	63,140.00	63,140
Pre - Con Early Release Electrical Allowance	1.00 ALLW	17,098.50	17,099

**Total Minor Item Code 26050.000
COMMON WORK RESULTS FOR
ELECTRICAL**

\$257,538

**Total Major Item Code 26000.000
ELECTRICAL WORK**

\$257,538

Major Item Code 36000.000 BONDS & INSURANCE

Minor Item Code 36000.000 BONDS & INSURANCE

Pre - Con Early Release Performance & Payment Bond	1.00 LS	43,245.00	43,245
Pre - Con Early Release General Liability Insurance	1.00 LS	54,793.00	54,793

**Total Minor Item Code 36000.000 BONDS
& INSURANCE**

\$98,038

**Total Major Item Code 36000.000 BONDS &
INSURANCE**

\$98,038

Major Item Code 40000.000 DESIGN/CONSULTANTS FEES

Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES

Sales Tax Allowance	1.00 ALLW	101,698.00	101,698
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**Total Minor Item Code 40000.000
DESIGN/CONSULTANT'S FEES**

\$101,698

**Total Major Item Code 40000.000
DESIGN/CONSULTANTS FEES**

\$101,698

Major Item Code 80000.000 CONTINGENCY

Minor Item Code 80000.000 CONTINGENCY

CM Contingency	1.00 ALLW	251,345.00	251,345
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**Total Minor Item Code 80000.000
CONTINGENCY**

\$251,345

**Total Major Item Code 80000.000
CONTINGENCY**

\$251,345

Major Item Code 90000.000 OVERHEAD & FEE

Minor Item Code 90000.000 OVERHEAD & FEE

Construction Manager's Fee	1.00 LS	263,912.00	263,912
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**Total Minor Item Code 90000.000
OVERHEAD & FEE**

\$263,912

**Total Major Item Code 90000.000 OVERHEAD
& FEE**

\$263,912

Total Sec B1 EARLY GMP

\$5,124,924

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WORKS, MOUNT DORA, FL

Estimator: AJAX ESTIMATING

Primary Project Qty:73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

12:12:54PM

12/5/2023

Description	Quantity	Unit \$	Total \$
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Sec B2 FINAL GMP**Major Item Code 01300.000 GENERAL CONDITIONS****Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS**

Project Executive	52.00 WEEK	200.00	10,400
Project Executive Vehicle Allowance	13.00 MO	80.25	1,043
Operations Manager	56.00 WEEK	975.95	54,653
Operations Manager Vehicle Allowance	13.00 MO	187.25	2,434
Project Manager	56.00 WEEK	4,154.81	232,669
Project Manager Vehicle Allowance	13.00 MO	900.00	11,700
General Superintendent	56.00 WEEK	975.95	54,653
General Superintendent Vehicle Allowance	13.00 MO	187.25	2,434
Full Time Project Superintendent	56.00 WEEK	4,097.50	229,460
Asst. Superintendent #1	56.00 WEEK	2,579.19	144,435
Full Time Project Engineer #1	56.00 WEEK	2,291.62	128,331
Full Time Project Engineer #1 Vehicle Allowance	13.00 WEEK	300.00	3,900
Project Accountant	56.00 WEEK	399.32	22,362
Jobsite Secretary	56.00 WEEK	1,460.20	81,771
Home Office Secretary	56.00 WEEK	150.00	8,400

Total Minor Item Code 01300.000**ADMINISTRATIVE REQUIREMENTS****\$988,646****Total Major Item Code 01300.000 GENERAL CONDITIONS****\$988,646****Major Item Code 01300.300 GENERAL REQUIREMENTS****Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION**

Per Diem Expenses	13.00 MO	2,500.00	32,500
Travel Expenses	13.00 MO	1,070.00	13,910

Total Minor Item Code 01310.000**TRAVEL, PER DIEM, & RELOCATION****\$46,410****Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION**

Progress Photographs	13.00 MO	37.45	487
Video Taping	2.00 MO	250.00	500
Project Camera	13.00 MO	35.00	455
Aerial Photographs (Digital)	13.00 MO	125.00	1,625
Construction Schedule - P6	13.00 MO	75.00	975

Total Minor Item Code 01320.000**CONSTRUCTION PROGRESS****\$4,042****DOCUMENTATION****Minor Item Code 01350.000 SPECIAL PROCEDURES**

Bid Advertisements	1.00 LS	1,337.50	1,338
Document Management & PM Controls Services	1.00 LS	27,000.00	27,000
MIS Services/Data Processing	13.00 MO	250.00	3,250
Microsoft Teams/Sharefile	13.00 MO	70.00	910
Bid Packages	32.00 EACH	53.50	1,712
Project Manuals	5.00 EACH	160.50	803
Open Space	1.00 LS	5,000.00	5,000
Textura	1.00 LS	5,500.00	5,500

Sort Sequences:

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Estimator: AJAX ESTIMATING

Primary Project Qty: 73541 SF

Secondary Project Qty: 0

Estimate UM: Imperial

Report includes Taxes & Insurance.

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12/5/2023

Description	Quantity	Unit \$	Total \$
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Total Minor Item Code 01350.000**\$45,512****SPECIAL PROCEDURES****Minor Item Code 01410.000 REGULATORY REQUIREMENTS**

Building Permits Allowance	1.00	ALLW	550,000.00	550,000
Environmental Permits Allowance	1.00	ALLW	25,000.00	25,000
Water System Service Charges Allowance	1.00	ALLW	15,000.00	15,000
Sewer System Service Charges Allowance	1.00	ALLW	15,000.00	15,000
Impact/Connection Fee Allowance	1.00	ALLW	25,000.00	25,000

Total Minor Item Code 01410.000**\$630,000****REGULATORY REQUIREMENTS****Minor Item Code 01420.000 SAFETY**

First Aid Supplies	1.00	LS	374.50	375
Safety Supplies	13.00	MO	267.50	3,478
Safety Jobsite Signs	50.00	EACH	68.40	3,420
Safety Training & Videos	1.00	LS	250.00	250
Temporary Fire Protection	10.00	EA	97.09	971
Safety Director	13.00	MO	111.75	1,453
Water, Ice, & Cups	13.00	MO	85.23	1,108

Total Minor Item Code 01420.000 SAFETY**\$11,054****Minor Item Code 01430.000 QUALITY ASSURANCE**

Punchlist Allowance	1.00	LS	5,350.00	5,350
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Total Minor Item Code 01430.000**\$5,350****QUALITY ASSURANCE****Minor Item Code 01500.000 TEMPORARY FACILITIES**

Project Office Trailer	13.00	MO	4,461.54	58,000
Office Trailer Set-up	1.00	EACH	3,716.00	3,716
Office Trailer Removal	1.00	EACH	3,045.50	3,046
Project Tool House	13.00	MO	277.13	3,603
Project Tool House Set-Up & Removal	1.00	EACH	388.50	389
General Purpose Laborer	20.00	WEEK	894.00	17,880
Jobsite Runner	8.00	WEEK	75.00	600
Project Office Supplies	13.00	MO	267.50	3,478
Jobsite Office Supply Set-Up	1.00	LS	800.00	800
Jobsite Postage	13.00	MO	160.50	2,087
Jobsite Office Equipment	13.00	MO	1,250.00	16,250
Jobsite Water Cooler	13.00	MO	111.75	1,453

Total Minor Item Code 01500.000**\$111,299****TEMPORARY FACILITIES****Minor Item Code 01510.000 TEMPORARY UTILITIES**

Chemical Toilet For Jobsite Trailer	13.00	MO	450.00	5,850
Temporary Electric Connection	1.00	LS	10,000.00	10,000
Electrical Usage Charge	13.00	MO	1,043.00	13,559
Water Usage Charge	13.00	MO	67.05	872
Temporary Water Connection	1.00	LS	1,200.00	1,200
Early Cut-On Permanent Power	1.00	LS	46,683.00	46,683
Temporary Sewer Connection	1.00	ALLW	3,250.00	3,250

Total Minor Item Code 01510.000**\$81,414****TEMPORARY UTILITIES****Minor Item Code 01530.000 PROJECT COMMUNICATIONS**

Internet Service Charges	13.00	MO	508.25	6,607
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Jobsite Communications	13.00 MO	856.00	11,128
Total Minor Item Code 01530.000			\$17,735
PROJECT COMMUNICATIONS			
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Small Tools & Equipment	13.00 MO	450.00	5,850
Carpenter Foreman	24.00 WEEK	1,490.00	35,760
Superintendent Pick-up Truck	13.00 MO	900.00	11,700
Fuel for Superintendent Pick-up Truck	13.00 MO	374.50	4,869
Lull High-Lift	10.00 MO	2,050.00	20,500
Fork Lift Operator	24.00 WEEK	715.20	17,165
Fuel, Oil, & Lube for Forklift	13.00 MO	374.50	4,869
4x4 Gator Rental	12.00 MO	670.00	8,040
Total Minor Item Code 01540.000			\$108,752
CONSTRUCTION TOOLS & EQUIPMENT			
Minor Item Code 01560.000 TEMPORARY BARRIERS & ENCLOSURES			
Safety Rails	1,275.00 LNFT	4.79	6,102
Temporary Job Fence	1,500.00 LNFT	13.33	20,000
Wind Screen/Visual Barrier	1,500.00 LNFT	4.33	6,500
Protect Trees	10.00 EACH	83.10	831
Temporary Doors	20.00 EACH	99.70	1,994
Weather Protection	1.00 LS	3,770.00	3,770
Temporary Dry-In of Building	1.00 LS	2,700.00	2,700
Protect Glass	1.00 LS	2,461.00	2,461
Total Minor Item Code 01560.000			\$44,357
TEMPORARY BARRIERS & ENCLOSURES			
Minor Item Code 01570.000 TEMPORARY CONTROLS			
Traffic Control	1.00 LS	5,500.00	5,500
Temporary Lighting	1.00 LS	4,500.00	4,500
Environmental Controls	1.00 LS	729.00	729
Site Security Allowance	1.00 ALLW	25,000.00	25,000
Total Minor Item Code 01570.000			\$35,729
TEMPORARY CONTROLS			
Minor Item Code 01580.000 PROJECT IDENTIFICATION			
Project Sign	1.00 EACH	1,882.75	1,883
Jobsite Signage	4.00 EACH	619.00	2,476
Total Minor Item Code 01580.000			\$4,359
PROJECT IDENTIFICATION			
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Purchase Drawings/Reproduction Cost	1.00 EACH	5,350.00	5,350
Layout Supplies	12.00 WEEK	372.50	4,470
General Layout	1.00 LS	3,959.00	3,959
Layout Labor	1.00 LS	1,490.00	1,490
Total Minor Item Code 01720.000			\$15,269
CONSTRUCTION PREPARATION			
Minor Item Code 01740.000 PROJECT CLEANING			
Construction Clean-up	1,653.00 MNHR	31.61	52,243
Rubbish Removal	13.00 MO	53.50	696
Dump Charges	2,239.00 CUYD	19.80	44,321

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Total Minor Item Code 01740.000**\$97,260****PROJECT CLEANING****Minor Item Code 01770.000 CLOSEOUT PROCEDURES**

As-Built Survey	1.00 LS	6,000.00	6,000
As-Built Drawings	1.00 LS	750.00	750
Close-Out Manuals	32.00 EACH	15.62	500

Total Minor Item Code 01770.000**\$7,250****CLOSEOUT PROCEDURES****Minor Item Code 01820.000 DEMONSTRATION & TRAINING**

Video Tape Training	1.00 LS	375.00	375
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Total Minor Item Code 01820.000**\$375****DEMONSTRATION & TRAINING**

Total Major Item Code 01300.300 GENERAL REQUIREMENTS

\$1,266,166**Major Item Code 01900.000 MISCELLANEOUS ITEMS****Minor Item Code 01900.000 MISCELLANEOUS ITEMS**

BP01.02 Materials Testing	1.00 LS	45,099.00	45,099
BP01.01 Site Surveys	1.00 EACH	36,851.00	36,851
BP01.04 Final Cleaning	1.00 LS	32,071.00	32,071

Total Minor Item Code 01900.000**\$114,021****MISCELLANEOUS ITEMS**

Total Major Item Code 01900.000 MISCELLANEOUS ITEMS

\$114,021**Major Item Code 03000.000 CONCRETE WORK****Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE**

BP03.01 Concrete	1.00 LS	3,453,048.00	3,453,048
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Total Minor Item Code 03300.000**\$3,453,048****CAST-IN-PLACE CONCRETE**

Total Major Item Code 03000.000 CONCRETE WORK

\$3,453,048**Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK****Minor Item Code 05120.000 STRUCTURAL STEEL**

BP05.01 Misc. Steel	1.00 LS	125,275.00	125,275
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Total Minor Item Code 05120.000**\$125,275****STRUCTURAL STEEL****Total Major Item Code 05000.000****\$125,275****STRUCTURAL STEEL, JOISTS, & DECK****Major Item Code 06400.000 ARCHITECTURAL WOODWORK****Minor Item Code 06400.000 ARCHITECTURAL WOODWORK**

BP06.01 Casework & Millwork	1.00 LS	193,117.00	193,117
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Total Minor Item Code 06400.000**\$193,117****ARCHITECTURAL WOODWORK****Total Major Item Code 06400.000****\$193,117****ARCHITECTURAL WOODWORK****Major Item Code 07400.000 ROOFING & SIDING PANELS****Minor Item Code 07410.000 METAL ROOF & WALL PANELS**

BP07.03 Metal Panels	1.00 LS	75,165.00	75,165
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Total Minor Item Code 07410.000 METAL ROOF & WALL PANELS			\$75,165
Total Major Item Code 07400.000 ROOFING & SIDING PANELS			\$75,165
Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			
Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			
BP08.01 Doors, Frames & Hardware	1.00 LS	277,580.00	277,580
Total Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			\$277,580
Total Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			\$277,580
Major Item Code 08300.000 SPECIALTY DOORS			
Minor Item Code 08300.000 SPECIALTY DOORS			
BP08.02 Overhead Doors	1.00 LS	192,721.00	192,721
Total Minor Item Code 08300.000 SPECIALTY DOORS			\$192,721
Total Major Item Code 08300.000 SPECIALTY DOORS			\$192,721
Major Item Code 08400.000 ENTRANCES & STOREFRONTS			
Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			
BP08.03 Glass, Glazing, & Storefront	1.00 LS	259,169.00	259,169
Total Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			\$259,169
Total Major Item Code 08400.000 ENTRANCES & STOREFRONTS			\$259,169
Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			
Minor Item Code 09250.000 GYPSUM BOARD			
BP09.01 Framing, Drywall & Stucco	1.00 LS	699,776.00	699,776
Total Minor Item Code 09250.000 GYPSUM BOARD			\$699,776
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			\$699,776
Major Item Code 09300.000 TILE			
Minor Item Code 09300.000 TILE			
BP09.02 Hard Tile	1.00 LS	60,967.00	60,967
Total Minor Item Code 09300.000 TILE			\$60,967
Total Major Item Code 09300.000 TILE			\$60,967
Major Item Code 09500.000 CEILINGS			
Minor Item Code 09500.000 CEILINGS			
BP09.04 Acoustical Ceilings & Treatment	1.00 LS	118,903.00	118,903
Total Minor Item Code 09500.000 CEILINGS			\$118,903
Total Major Item Code 09500.000 CEILINGS			\$118,903
Major Item Code 09600.000 FINISHED FLOORING			
Minor Item Code 09600.000 FLOORS			
BP09.03 Resilient Flooring & Carpet	1.00 LS	49,946.00	49,946
Accepted VE 09.03-01 4" Rubber Base Type TP	1.00 LS	-652.00	-652

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Accepted VE 09.03-02 6" Rubber Base Type TP	1.00 LS	-146.00	-146
Total Minor Item Code 09600.000 FLOORS			\$49,148
Minor Item Code 09670.000 FLUID APPLIED FLOORING			
BP09.07 Polished Concrete	1.00 LS	135,595.00	135,595
Total Minor Item Code 09670.000 FLUID APPLIED FLOORING			\$135,595
Total Major Item Code 09600.000 FINISHED FLOORING			\$184,743
Major Item Code 09900.000 PAINTS & COATINGS			
Minor Item Code 09900.000 PAINTS & COATINGS			
BP09.09 Painting, Caulking & Sealants	1.00 LS	158,115.00	158,115
Total Minor Item Code 09900.000 PAINTS & COATINGS			\$158,115
Total Major Item Code 09900.000 PAINTS & COATINGS			\$158,115
Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			
Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			
BP10.01 Miscellaneous Building Specialties	1.00 LS	366,357.00	366,357
Accepted VE 10.01-01 Safco Flat Files Product (5) Drawer ILO Nantucket Drawer Storage	1.00 LS	-217.00	-217
Accepted VE 10.01-03 ASI Product ILO Bobrick	1.00 LS	-3,025.00	-3,025
BP10.02 Signage	1.00 LS	42,317.00	42,317
BP10.07 Operable Partitions	1.00 LS	28,292.00	28,292
BP10.08 Protective Covers / Canopies Allowance	1.00 ALLW	40,088.00	40,088
BP10.05 Furnishings Racking Allowance	1.00 ALLW	110,231.00	110,231
Total Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			\$584,043
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			\$584,043
Major Item Code 12000.000 BUILDING FURNISHINGS			
Minor Item Code 12000.000 MISCELLANEOUS FURNISHINGS			
Owner Furnishings Allowance	1.00 NIC		
Total Minor Item Code 12000.000 MISCELLANEOUS FURNISHINGS			
Total Major Item Code 12000.000 BUILDING FURNISHINGS			
Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES			
Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES			
BP13.01 Pre-Engineered Metal Building GMP Adjustment	1.00 LS	103,879.00	103,879
Total Minor Item Code 13120.000 PRE-ENGINEERED STRUCTURES			\$103,879
Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES			\$103,879
Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			
Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			
BP21.01 Fire Protection	1.00 LS	366,713.00	366,713

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Total Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			\$366,713
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			\$366,713
Major Item Code 22000.000 PLUMBING WORK			
Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			
BP22.01 Plumbing	1.00 LS	510,120.00	510,120
Total Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			\$510,120
Total Major Item Code 22000.000 PLUMBING WORK			\$510,120
Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING			
Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			
BP23.01 HVAC	1.00 LS	710,410.00	710,410
Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			\$710,410
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING			\$710,410
Major Item Code 26000.000 ELECTRICAL WORK			
Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			
BP26.01 Electrical, Data & Fire Alarm	1.00 LS	2,801,860.00	2,801,860
BP26.04 Switchgear Reconciliation	1.00 LS	9,708.00	9,708
Total Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			\$2,811,568
Total Major Item Code 26000.000 ELECTRICAL WORK			\$2,811,568
Major Item Code 31000.000 SITEWORK			
Minor Item Code 31000.000 SITEWORK MONITORING			
BP31.01 Sitework & Utilities	1.00 LS	5,383,060.00	5,383,060
Total Minor Item Code 31000.000 SITEWORK MONITORING			\$5,383,060
Total Major Item Code 31000.000 SITEWORK			\$5,383,060
Major Item Code 32000.000 SITE IMPROVEMENTS			
Minor Item Code 31650.000 ** Undefined **			
BP32.04 Landscape & Irrigation	1.00 LS	618,015.00	618,015
Accepted VE 32.04-02 Provide 200 Tree Bubblers ILO Pop-up Heads	1.00 LS	-2,428.00	-2,428
BP32.03 Security Fencing & Gates	1.00 LS	432,580.00	432,580
Total Minor Item Code 31650.000 ** Undefined **			\$1,048,167
Total Major Item Code 32000.000 SITE IMPROVEMENTS			\$1,048,167
Major Item Code 36000.000 BONDS & INSURANCE			

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Minor Item Code 36000.000 BONDS & INSURANCE			
Performance & Payment Bond	1.00 LS	129,830.00	129,830
General Liability Insurance	1.00 LS	225,353.00	225,353
Builder's Risk Insurance	1.00 LS	105,019.00	105,019
Total Minor Item Code 36000.000 BONDS & INSURANCE			\$460,202
Total Major Item Code 36000.000 BONDS & INSURANCE			\$460,202
Major Item Code 37000.000 WARRANTIES			
Minor Item Code 37000.000 WARRANTY			
Warranty Allocation	1.00 LS	8,533.00	8,533
Total Minor Item Code 37000.000 WARRANTY			\$8,533
Total Major Item Code 37000.000 WARRANTIES			\$8,533
Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			
Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			
Sales Tax Reconciliation Allowance	1.00 ALLW	-76,767.00	-76,767
Total Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			-\$76,767
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			-\$76,767
Major Item Code 50000.000 ESCALATION COST			
Minor Item Code 50000.000 ESCALATION COSTS			
Escalation Costs	1.00 ALLW	50,000.00	50,000
Total Minor Item Code 50000.000 ESCALATION COSTS			\$50,000
Total Major Item Code 50000.000 ESCALATION COST			\$50,000
Major Item Code 80000.000 CONTINGENCY			
Minor Item Code 80000.000 CONTINGENCY			
Owner's Contingency	1.00 ALLW	50,000.00	50,000
CM Contingency	1.00 LS	646,368.00	646,368
Early GMP Contingency Reconciliation	1.00 LS	-98,735.00	-98,735
Total Minor Item Code 80000.000 CONTINGENCY			\$597,633
Total Major Item Code 80000.000 CONTINGENCY			\$597,633
Major Item Code 90000.000 OVERHEAD & FEE			
Minor Item Code 90000.000 OVERHEAD & FEE			
Construction Manager's Fee	1.00 LS	1,148,644.00	1,148,644
Total Minor Item Code 90000.000 OVERHEAD & FEE			\$1,148,644
Total Major Item Code 90000.000 OVERHEAD & FEE			\$1,148,644
Total Sec B2 FINAL GMP			\$21,873,617

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ESTIMATE TOTALS			\$26,998,541



VALUE ENGINEERING

The following Value Engineering and Budget Option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration by City of Mount Dora. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.

The below listed pricing is guaranteed through January 05, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation. The pricing for each item represents the adjustment required to the Base Bid GMP to incorporate the proposed change in scope. All quantities and descriptions listed in the narratives are part of the pricing provided. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

Note: The proposed change in scope and related pricing for various options may be overlapping in nature and may require revisions based on the combination of items accepted.



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
06.01 - 1	Standard White melamine Interiors in lieu of aracuco silver frost AF210 TFL	\$ (9,494)	0	Rejected	\$ -	\$ -	\$ (9,494)	Closed
09.02 - 1	PFT-1 Change Sussex 12x24 to 12x24 Modernisa	\$ (1,195)	0	Pending	\$ -	\$ (1,195)	\$ -	Open
09.02 - 2	PFT-2 delete accent install	\$ (11,654)	0	Pending	\$ -	\$ (11,654)	\$ -	Open
09.02 - 3	PTB-1 Change Sussex 6x12 to 6x12 Modernista	\$ (1,074)	0	Pending	\$ -	\$ (1,074)	\$ -	Open
09.02 - 4	PWT-1 Change Made.In 12x24 to 12x24 Landmark New York White	\$ (1,325)	0	Pending	\$ -	\$ (1,325)	\$ -	Open
09.02 - 5	PWT-2 Change Glow 4x12 to 3x12 Drift	\$ (287)	0	Pending	\$ -	\$ (287)	\$ -	Open
09.02 - 6	PWT-3 Change Made.In 24x48 to 24x48 Landmark New York White	\$ (881)	0	Pending	\$ -	\$ (881)	\$ -	Open
09.02 - 7	SC-1 Delete specified floor protection scofield duracover	\$ (18,675)	0	Pending	\$ -	\$ (18,675)	\$ -	Open
09.02 - 8	Delete SC-1 Stain	\$ (8,486)	0	Pending	\$ -	\$ (8,485)	\$ -	Open
09.03 - 1	RB-1 change 4" rubber base type TS to Type TP	\$ (652)	0	Accepted	\$ (652)	\$ -	\$ -	Closed
09.03 - 2	RB-2 change 6" rubber base type TS to type TP	\$ (146)	0	Accepted	\$ (146)	\$ -	\$ -	Closed
10.01 - 1	Safco Flat Files Product has (5) drawers vs. Nantucket which has (4) drawers with sizes at 48"x36", 53-1/2"W x 41-1/2"D x 16-1/2"H with 6" base.	\$ (217)	0	Accepted	\$ (217)	\$ -	\$ -	Closed
10.01 - 2	Hallowell-List Industries in lieu of Spacesaver Lockers	\$ (49,419)	0	Pending	\$ -	\$ (49,419)	\$ -	Open
10.01 - 3	ASI products in lieu of Bobrick	\$ (3,025)	0	Accepted	\$ (3,025)	\$ -	\$ -	Open
10.01 - 4	Powder coated steel toiler partitions in lieu of HDPE	\$ (2,313)	0	Rejected	\$ -	\$ -	\$ (2,313)	Closed
10.01 - 5	Manual roller shades in lieu of automatic roller shades	TBD	0	Pending	\$ -	\$ -	\$ -	Open



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
10.01 - 6	Nautical flag pole in lieu of specified flag pole	\$ (2,211)	0	Rejected	\$ -	\$ -	\$ (2,601)	Closed
10.01 - 7	SSM Tops VE option in room 128	\$ (5,754)	0	Rejected	\$ -	\$ -	\$ (5,754)	Closed
10.01 - 8	SSM Tops VE option in room 149	\$ (910)	0	Rejected	\$ -	\$ -	\$ (910)	Closed
10.01 - 9	SSM Tops VE option in room 137	\$ (1,639)	0	Rejected	\$ -	\$ -	\$ (1,639)	Closed
10.01 - 10	SSM Tops VE option in room 133	\$ (2,840)	0	Rejected	\$ -	\$ -	\$ (2,840)	Closed
13.01 - 1	Eliminate side walls at building E and F	TBD	0	Rejected	\$ -	\$ -	\$ -	Closed
22.01 - 1	Floor mounted toilet fixtures in lieu of wall mounted fixtures	TBD	0	Pending	\$ -	\$ -	\$ -	Open
23.01 - 1	Alternate controls in lieu of Trane	\$ (22,161)	0	Pending	\$ -	\$ (22,161)	\$ -	Open
31.01 - 1	HDPE Pipe in Lieu of RCP	\$ (68,959)	0	Pending	\$ -	\$ (68,959)	\$ -	Open
31.01 - 2	6" gravel in Laydown Yard in Lieu of True Grid paving system *	\$ (804,885)	0	Rejected	\$ -	\$ -	\$ (804,885)	Closed
31.01 - 3	PARTIAL SUBSTITUTION PER CITY of 6" gravel in Laydown Yard in Lieu of True Grid paving system. Based on high-traffic areas.	\$ -	Some re-design	Rejected	\$ -	\$ -	\$ -	Closed
31.01 - 4	PARTIAL SUBSTITUTION PER CITY of Heavy duty asphalt in lieu of High Strength Conc. Based on high-traffic areas.	\$ -	Some re-design	Rejected	\$ -	\$ -	\$ -	Closed
31.01 - 5	Pond Retaining Wall reduction thru use of geo-products. Please note that this was asked for and not provided in the Geotechnical Report.	\$ -	Slow Geotech	Pending	\$ -	\$ -	\$ -	Open
31.01 - 6	Optional / Unique Pavement Base to be considered.	\$ -	Awaiting design criteria	Pending	\$ -	\$ -	\$ -	Open
31.01 - 7	True Grid paving system OR EQUAL in Laydown Yard	\$ -	0	Rejected	\$ -	\$ -	\$ -	Closed
32.04 - 1	Use 2.5" PR-200 instead of Sch40	\$ (2,601)	0	Rejected	\$ -	\$ -	\$ (2,601)	Closed



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Description of Proposed Change	GMP Value (+/-)	Schedule Impact (+/-)	Status	Accepted Value	Pending Value	Rejected Value	Open / Closed
32.04 - 2	Provide 200 tree bubblers flex instead of 6" pop up heads	\$ (2,428)	0	Accepted	\$ (2,428)	\$ -	\$ -	Closed
32.04 - 3	Substitute 1-gallon Parsonii Juniper for 3-gallon Blue Rug Juniper	\$ (4,335)	0	Rejected	\$ -	\$ -	\$ (4,335)	Closed
32.04 - 4	Hydroseed retention pond bottom in lieu of Bahia sod	\$ (16,473)	0	Rejected	\$ -	\$ -	\$ (16,473)	Closed
32.04 - 5	Hydroseed "Future Access Road" in Lieu of Bahia sod	\$ (28,178)	0	Rejected	\$ -	\$ -	\$ (28,178)	Closed
32.04 - 6	Change the Viburnum Select spacing from 30" to 36	\$ (1,387)	0	Rejected	\$ -	\$ -	\$ (1,387)	Closed
32.04 - 7	Install (65) Ligustrum, 8'x8' in lieu of (132) Chickasaw Plum (2 for 1)	\$ (10,404)	0	Rejected	\$ -	\$ -	\$ (10,404)	Closed
32.04 - 8	Upsize shade trees to 4.5" caliper average (measured at 6") to meet min buffer and mitigation requirements which should reduce total quantity by 30 to 40 trees	\$ (13,005)	0	Rejected	\$ -	\$ -	\$ (13,005)	Closed
32.04 - 9	Substitute 1 gallon Parsonii Juniper for 3 Gallon Blue Rug Juniper	\$ (4,335)	0	Rejected	\$ -	\$ -	\$ (4,335)	Closed
32.04 - 10	Reduce topsoil from 4" depth from 2" depth (175,000 SF)	\$ (52,020)	0	Pending	\$ -	\$ (52,020)	\$ -	Open
32.04 - 11	Utilize City staff to purchase and install topsoil in select areas as needed based on soil testing results	\$ (104,040)	0	Rejected	\$ -	\$ (104,040)	\$ -	Open
	Totals	\$ (1,043,143)	N/A	N/A	\$ (5,670)	\$ (296,599)	\$ (901,660)	N/A

Note: The above pricing has been prepared for the purpose of evaluating various proposed value engineering, design changes and/or budget options. The estimated cost and schedule adjustments for each item represent the effect that the proposed change will likely have on the project. Please note that some of the proposed value engineering, design changes and/or budget options may be overlapping in scope and revisions to the above may be required based on the items accepted.



ALLOWANCE SCHEDULE

The following allowances are included in the Final GMP Proposal No. 2 where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
	Division 01 – General Requirements	
01410.000	Building Permits Allowance	\$550,000.00
01410.000	Environmental Permits Allowance	\$25,000.00
01410.000	Water Systems Service Charges Allowance	\$15,000.00
01410.000	Sewer Systems Service Charges Allowance	\$15,000.00
01410.000	Impact/Connection Fee Allowance	\$25,000.00
01510.000	Temporary Sewer Connection	\$3,250.00
01570.000	Site Security	\$25,000.00
	Division 10 – Miscellaneous Specialties	
10000.000	Protective Covers / Canopies	\$40,088.00
10000.000	Furnishings Racking Allowance	\$110,231.00
	Design/Consultants Fees	
40000.000	Sales Tax Reconciliation Allowance	(\$76,767.00)
	Division 50 – Escalation Costs	
50000.000	Escalation Costs	\$50,000.00
	Division 80 – Contingency	
80000.000	Owner's Contingency	\$50,000.00

END OF ALLOWANCE SCHEDULE



ALTERNATES NARRATIVE

Within this section we have included pricing for various Alternates for consideration by City of Mount Dora. At this time, none of these Alternates are included within the Base Bid GMP Proposal. The pricing for each alternate represents the adjustment required to the Base Bid GMP Proposal to incorporate the proposed change in scope. A summary listing of the proposed alternates is listed below. A more detailed description and a detailed cost report for each alternate have been provided immediately following this narrative. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

- | | | |
|--|-----|--------------|
| ▪ Alternate No. 1 – Wall Metal Panels on Buildings C and D | Add | \$218,986.00 |
|--|-----|--------------|

The Alternate Pricing provided is guaranteed through January 05, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Note: The proposed change in scope and related pricing for various Alternates may be overlapping in nature and may require revisions based on the combination of Alternates accepted.

In addition to the alternate pricing provided in this section of the proposal, pricing for various Value Engineering and Budget Options under consideration have been provided in Section IV-D of this proposal.



ALTERNATE NO. 1

Alternate Narrative:

To provide AWIP (All Weather Insulated Panels), HE40 Heavy Embossed, Horizontally Mounted in the color Pearl Gray on Buildings C and D to give a more residential appeal versus warehouse.

Adjustment to the Base Bid GMP: Add \$218,986.00

Note: A copy of the CM Detail Cost Report related to this alternate is attached and immediately follows this narrative.

Adjustment to the Contract Time: Add 0 Calendar Days

SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated September 19, 2023 as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high mesh fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full-height windscreening will be installed as a visual barrier at the locations indicated on the Site Utilization Plan. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located on the southwest corner of the site off of Limit Avenue. A 16' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrance: Secondary entrance to the project site will be located On the southeast corner of the site off of Limit Avenue. A 16' wide vehicle gate will be located at this entrance. This entrance will serve as secondary and emergency access to the project site.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle and pedestrian, will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.
- Tree and Root Pruning: All tree and root pruning required will be performed in accordance with the Contract Documents.



Vehicle and Equipment Paths

- Vehicle and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.
- Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed in an effort to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in February 2023 with the start of mobilization activities.
- Temporary Power:
 - Temporary electrical service for the jobsite office trailers will be obtained from Duke Energy. The temporary electrical service is being provided by Mount Dora Utilities/Duke Energy and will be installed by Ajax's electrical subcontractor.
 - Temporary electrical service for the construction site will be obtained from Duke Energy. The temporary electrical service is being provided by Mount Dora Utilities/Duke Energy and will be installed by Ajax's electrical subcontractor.
- Temporary Water:
 - Temporary water service for the jobsite office trailers will be obtained from City of Mount Dora. The temporary water service is being provided by City of Mount Dora and will be installed by Ajax's plumbing subcontractor.
 - Temporary water service for the construction site will be obtained from City of Mount Dora. The temporary water service is being provided by City of Mount Dora and will be installed by Ajax's plumbing subcontractor.
- Temporary Sanitary Sewer:
 - The temporary sanitary sewer service for the jobsite office trailers will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying a sanitary holding tank.
 - The temporary sanitary sewer service for the construction site will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying portable toilet facilities (port-o-lets).



- In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.
- Temporary Telephone and Internet Services:
 - Temporary telephone & internet service for the jobsite office trailers will be obtained from the project telephone & internet provider. The temporary telephone & internet service is being provided by the project telephone & internet provider and will be installed by the project electrician or the project telephone & internet service provider.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the primary construction entrance gate and drive for access, parking and project management activities. Parking for Ajax office staff will be in the location(s) indicated on the Site Utilization Plan.
- Construction Employees and Personnel: Construction employees and personnel will utilize the primary construction entrance gate and drive for access and parking. Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the primary construction entrance gate and drive for access to the project site.

Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

Contact Person	Job Title	Contact Number
Brian Tobiasz	Operations Manager	407-531-8977
James De La Rosa	Project Manager	813-407-7494
Blaire Reyes	Assistant Project Manager	813-625-0827
Tim Scheller	Project Superintendent	352-275-2221
Raylee Rushing	Project Engineer	813-410-4027
Nathan Cox	Field Engineer	407-739-2270



SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated November 30, 2023 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through March 20, 2025.

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of 13 months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- | | |
|--------------------------|-------------------|
| ▪ Substantial Completion | February 20, 2025 |
| ▪ Final Completion | March 20, 2025 |

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- | | |
|--|-------------------|
| ▪ Mobilization / Start of Construction | February 14, 2024 |
| ▪ Top-Out of Building Structure | June 12, 2024 |
| ▪ PEMB Roof Complete | July 03, 2024 |
| ▪ Permanent Power | August 26, 2024 |
| ▪ Owner Occupancy | March 21, 2025 |

In order for construction activities to commence on February 14, 2023 as scheduled, the following contractual activities will need to be completed as indicated.

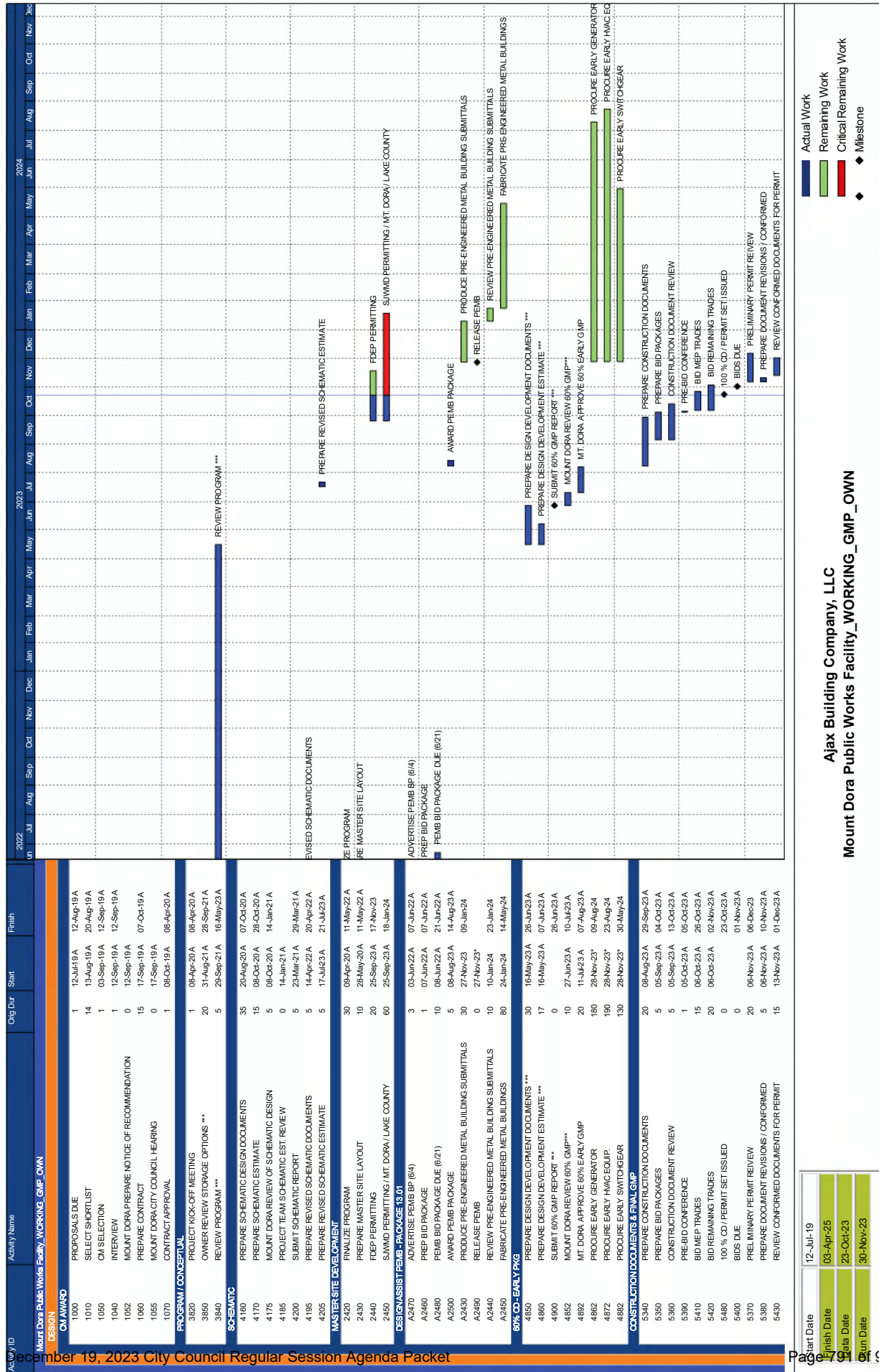
- | | |
|----------------------------------|-------------------|
| ▪ GMP Negotiations Complete | December 18, 2023 |
| ▪ CM Contract Amendment Executed | December 22, 2023 |
| ▪ All Required Permits Issued | January 02, 2024 |
| ▪ Notice to Proceed Issued | January 03, 2024 |

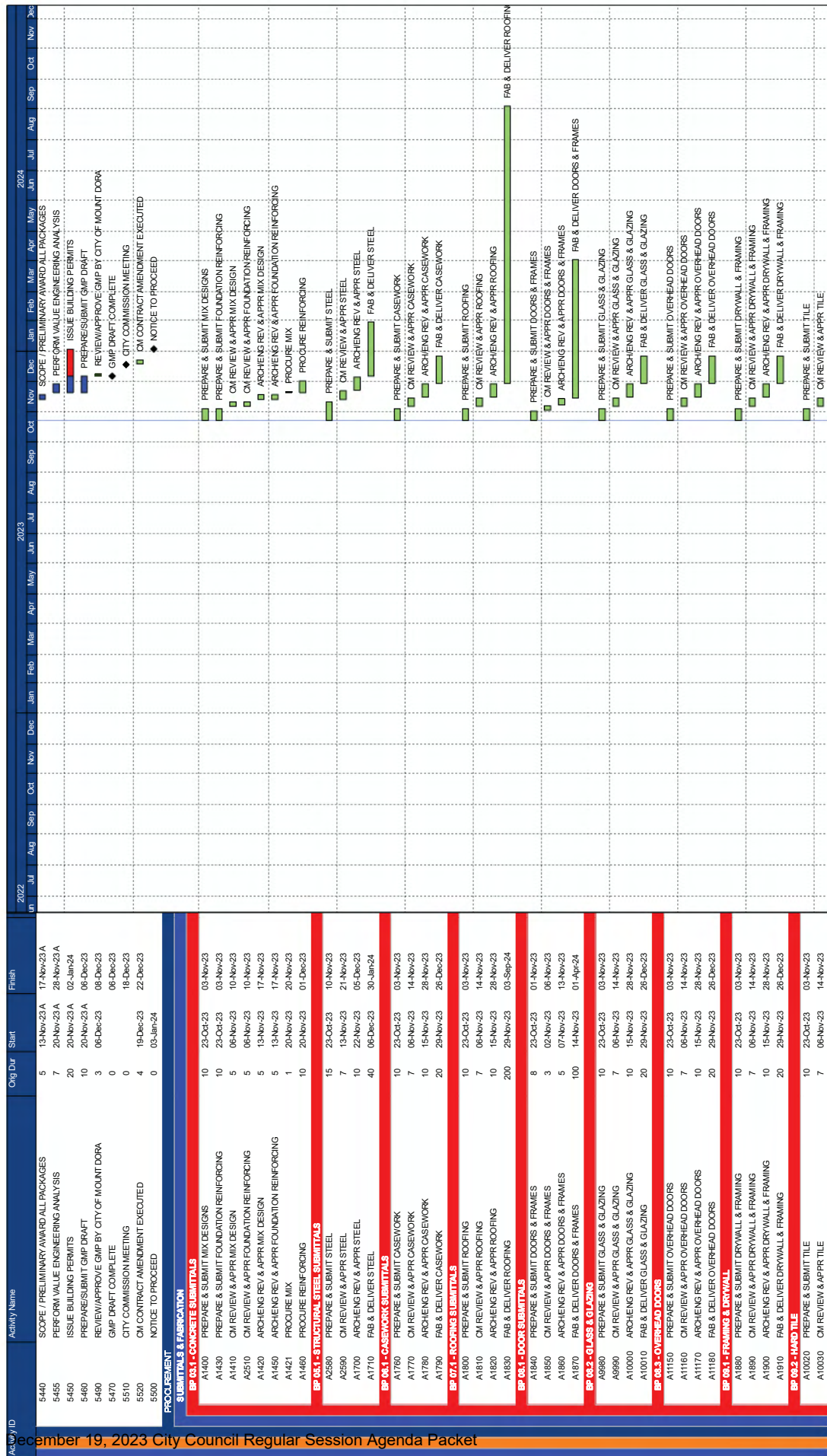
Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis.

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Construction Manager within one (1) week of receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Preconstruction and Construction Phases of the project to ensure that all critical dates are maintained.





Ajax Building Company, LLC
Mount Dora Public Works Facility_WORKING_GMP_OWN

Start Date	12-Jul-19
Finish Date	03-Apr-25
Start Date	23-Oct-23
Run Date	30-Nov-23

Activity ID	Activity Name	Orig Dur	Start	Finish	2022												2023												2024											
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
A10040	ARCH-ENG REV & APPR TILE	10	15-Nov-23	28-Nov-23																																				
A10050	FAB & DELIVER TILE	35	29-Nov-23	16-Jan-24																																				
BP 00.3 - CARPET & RESILIENT FLOORING																																								
A10060	PREPARE & SUBMIT CARPET & FLOORING	10	23-Oct-23	03-Nov-23																																				
A10070	CM REVIEW & APPR CARPET & FLOORING	7	06-Nov-23	14-Nov-23																																				
A10080	ARCH-ENG REV & APPR CARPET & FLOORING	10	15-Nov-23	28-Nov-23																																				
A10090	FAB & DELIVER CARPET & FLOORING	35	29-Nov-23	16-Jan-24																																				
BP 00.4 - ACOUSTIC CEILING TREATMENT																																								
A10100	PREPARE & SUBMIT ACOUSTIC CEILING	10	23-Oct-23	03-Nov-23																																				
A10110	CM REVIEW & APPR ACOUSTIC CEILING	7	06-Nov-23	14-Nov-23																																				
A10120	ARCH-ENG REV & APPR ACOUSTIC CEILING	10	15-Nov-23	28-Nov-23																																				
A10130	FAB & DELIVER ACOUSTIC CEILING	20	29-Nov-23	26-Dec-23																																				
BP 00.5 - PAINTS & SEALANTS																																								
A10140	PREPARE & SUBMIT PAINTS & SEALANTS	10	23-Oct-23	03-Nov-23																																				
A10150	CM REVIEW & APPR PAINTS & SEALANTS	7	06-Nov-23	14-Nov-23																																				
A10160	ARCH-ENG REV & APPR PAINTS & SEALANTS	10	15-Nov-23	28-Nov-23																																				
A10170	FAB & DELIVER PAINTS & SEALANTS	20	29-Nov-23	26-Dec-23																																				
BP 10.1 - MISC. SPECIALTIES																																								
A10220	PREPARE & SUBMIT MISC. SPECIALTIES	10	23-Oct-23	03-Nov-23																																				
A10230	CM REVIEW & APPR MISC. SPECIALTIES	7	06-Nov-23	14-Nov-23																																				
A10240	ARCH-ENG REV & APPR MISC. SPECIALTIES	10	15-Nov-23	28-Nov-23																																				
A10250	FAB & DELIVER MISC. SPECIALTIES	35	29-Nov-23	16-Jan-24																																				
BP 10.2 - LOCKERS																																								
A10260	PREPARE & SUBMIT LOCKERS & SPECIALTY STORAGE	10	23-Oct-23	03-Nov-23																																				
A10270	CM REVIEW & APPR LOCKERS & SPECIALTY STORAGE	7	06-Nov-23	14-Nov-23																																				
A10280	ARCH-ENG REV & APPR LOCKERS & SPECIALTY STORAGE	10	15-Nov-23	28-Nov-23																																				
A10290	FAB & DELIVER LOCKERS & SPECIALTY STORAGE	35	29-Nov-23	16-Jan-24																																				
BP 10.4 - SIGNAGE																																								
A10300	PREPARE & SUBMIT SIGNAGE	10	23-Oct-23	03-Nov-23																																				
A10310	CM REVIEW & APPR SIGNAGE	7	06-Nov-23	14-Nov-23																																				
A10320	ARCH-ENG REV & APPR SIGNAGE	10	15-Nov-23	28-Nov-23																																				
A10330	FAB & DELIVER ACCESS SIGNAGE	20	29-Nov-23	26-Dec-23																																				
BP 10.5 - OPERABLE PARTITIONS																																								
A10340	PREPARE & SUBMIT OPERABLE PARTITIONS	10	23-Oct-23	03-Nov-23																																				
A10350	CM REVIEW & APPR OPERABLE PARTITIONS	7	06-Nov-23	14-Nov-23																																				
A10360	ARCH-ENG REV & APPR OPERABLE PARTITIONS	10	15-Nov-23	28-Nov-23																																				
A10370	FAB & DELIVER OPERABLE PARTITIONS	30	29-Nov-23	09-Jan-24																																				
BP 12.3 - SPECIALTY STORAGE EQUIP																																								
A10380	PREPARE & SUBMIT SPECIALTY STORAGE EQUIP	10	23-Oct-23	03-Nov-23																																				
A10390	CM REVIEW & APPR SPECIALTY STORAGE EQUIP	7	06-Nov-23	14-Nov-23																																				
A10400	ARCH-ENG REV & APPR SPECIALTY STORAGE EQUIP	10	15-Nov-23	28-Nov-23																																				
A10410	FAB & DELIVER SPECIALTY STORAGE EQUIP	20	29-Nov-23	26-Dec-23																																				
BP 21.1 - FIRE PROTECTION																																								
A10620	PREPARE & SUBMIT FIRE PROTECTION PIPING SDWGS	10	23-Oct-23	03-Nov-23																																				
A10630	CM REVIEW & APPR FIRE PROTECTION PIPING SDWGS	7	06-Nov-23	14-Nov-23																																				
A10640	ARCH-ENG REV & APPR FIRE PROTECTION PIPING SDWGS	10	15-Nov-23	28-Nov-23																																				
A10650	FAB & DELIVER FIRE PROTECTION PIPING	20	29-Nov-23	26-Dec-23																																				
BP 22.1 - PLUMBING																																								
A10660	PREPARE & SUBMIT PLUMBING MATERIALS & UNDER GROUND	10	23-Oct-23	03-Nov-23																																				
A10670	CM REVIEW & SUBMIT PLUMBING PIPING SDWGS	10	23-Oct-23	03-Nov-23																																				
A10680	CM REVIEW & APPR PLUMBING MATERIALS & UNDER GROUND	5	06-Nov-23	10-Nov-23																																				
A10690	ARCH-ENG REV & APPR PLUMBING MATERIALS & UNDER GR	10	13-Nov-23	14-Nov-23																																				
A10700	ARCH-ENG REV & APPR PLUMBING MATERIALS & UNDER GR	10	13-Nov-23	14-Nov-23																																				
A10720	ARCH-ENG REV & APPR PLUMBING PIPING SDWGS	10	15-Nov-23	28-Nov-23																																				
A10690	FAB & DELIVER PLUMBING MATERIALS & UNDER GROUND	5	27-Nov-23	01-Dec-23																																				
A10730	FAB & DELIVER PLUMBING PIPING	5	29-Nov-23	05-Dec-23																																				
BP 23.1 - HVAC																																								
A10740	PREPARE & SUBMIT HVAC EQUIPMENT & UNDER GROUND	8	23-Oct-23	01-Nov-23																																				

December 19, 2023 City Council Regular Session Agenda Packet

■ Actual Work
■ Remaining Work
■ Critical Remaining Work
◆ Milestone

Ajax Building Company, LLC
 Mount Dora Public Works Facility_WORKING_GMP_OW

Start Date	12-Jul-19
Finish Date	03-Apr-25
Update Date	23-Oct-23
Run Date	30-Nov-23

Activity ID	Activity Name	Orig Dur	Start	Finish	2022	2023	2024
A10780	PREPARE & SUBMIT HVAC PIPING & DUCT SOWGS	10	23-Oct-23	03-Nov-23			
A10780	CM REVIEW & APPR HVAC EQUIPMENT & UNDER GROUND	7	02-Nov-23	10-Nov-23			
A10790	CM REVIEW & APPR HVAC PIPING & DUCT SOWGS	7	06-Nov-23	14-Nov-23			
A10790	ARCHENG REV & APPR HVAC EQUIPMENT & UNDER GROUND	10	13-Nov-23	24-Nov-23			
A10800	ARCHENG REV & APPR HVAC PIPING & DUCT SOWGS	10	15-Nov-23	28-Nov-23			
A10770	FAB & DELIVER HVAC MATERIALS & UNDER GROUND	5	27-Nov-23	01-Dec-24			
A11210	FAB & DELIVER AHUS & CU	100	27-Nov-23	12-Apr-24			
A10810	FAB & DELIVER HVAC PIPING & DUCT PIPING	15	28-Nov-23	19-Dec-23			
BP 23.1 - ELECTRICAL SUBMITTALS							
A10820	PREPARE & SUBMIT ELECTRICAL MATERIALS & UNDER GRO	10	23-Oct-23	03-Nov-23			
A10880	PREPARE & SUBMIT ELECTRICAL SOWGS	10	23-Oct-23	03-Nov-23			
A10940	FAB & DELIVER SWITCHGEAR	130	23-Oct-23	25-Apr-24			
A10830	CM REVIEW & APPR ELECTRICAL MATERIALS & UNDER GRO	5	06-Nov-23	10-Nov-23			
A10870	CM REVIEW & APPR ELECTRICAL SOWGS	7	06-Nov-23	14-Nov-23			
A10840	ARCHENG REV & APPR ELECTRICAL MATERIALS & UNDER G	10	13-Nov-23	24-Nov-23			
A10880	ARCHENG REV & APPR ELECTRICAL SOWGS	10	15-Nov-23	28-Nov-23			
A10880	FAB & DELIVER ELECTRICAL MATERIALS & UNDER GROUND	5	27-Nov-23	01-Dec-23			
A10880	FAB & DELIVER ELECTRICAL OVERHEAD MATERIALS	130	28-Nov-23	28-May-24			
BP 23.2 - GENERATORS							
A10900	PREPARE & SUBMIT GENERATORS	15	23-Oct-23	10-Nov-23			
A10910	CM REVIEW & APPR GENERATORS	7	13-Nov-23	21-Nov-23			
A10920	ARCHENG REV & APPR GENERATORS	10	22-Nov-23	05-Dec-23			
A10930	FAB & DELIVER GENERATORS	180	06-Dec-23	13-Aug-24			
BP 31.1 - SITEWORK & UTILITIES							
A1920	PREPARE & SUBMIT UTILITIES & STRUCTURES	10	23-Oct-23	03-Nov-23			
A1930	CM REVIEW & APPR UTILITIES & STRUCTURES	5	06-Nov-23	10-Nov-23			
A1940	ARCHENG REV & APPR UTILITIES & STRUCTURES	5	13-Nov-23	17-Nov-23			
A1950	FAB & DELIVER UTILITIES & STRUCTURES	60	20-Nov-23	09-Feb-24			
BP 32.1 - LANDSCAPING & IRRIGATION							
A11070	PREPARE & SUBMIT LANDSCAPING & IRRIGATION	10	23-Oct-23	03-Nov-23			
A11080	CM REVIEW & APPR LANDSCAPING & IRRIGATION	5	06-Nov-23	10-Nov-23			
A11090	ARCHENG REV & APPR LANDSCAPING & IRRIGATION	5	13-Nov-23	17-Nov-23			
A11100	FAB & DELIVER LANDSCAPING & IRRIGATION	15	20-Nov-23	08-Dec-23			
BP 32.2 - FENCING & GATES							
A11110	PREPARE & SUBMIT FENCING & GATES	10	23-Oct-23	03-Nov-23			
A11120	CM REVIEW & APPR FENCING & GATES	5	06-Nov-23	10-Nov-23			
A11130	ARCHENG REV & APPR FENCING & GATES	5	13-Nov-23	17-Nov-23			
A11140	FAB & DELIVER FENCING & GATES	15	20-Nov-23	08-Dec-23			
CONSTRUCTION PHASE							
STEMWORK							
SW1030	MOBILIZE TO SITE	0	14-Feb-24				
SW1010	INSTALL EROSION CONTROLS	2	14-Feb-24	15-Feb-24			
SW1030	INSTALL TEMP FENCING	2	14-Feb-24	15-Feb-24			
SW1150	SURVEY & LAYOUT ROADWAYS	5	14-Feb-24	20-Feb-24			
SW1020	CLEAR, GRUB & SITE DEMO	5	16-Feb-24	22-Feb-24			
SW1040	SURVEY & LAYOUT STRUCTURES	5	23-Feb-24	29-Feb-24			
SW1050	INSTALL STORM STRUCTURES & PIPING	20	01-Mar-24	28-Mar-24			
SW1060	SAVOUT AND REMOVE PAVING	1	01-Mar-24	01-Mar-24			
SW1070	INSTALL SAN SEWER PIPING	10	01-Mar-24	14-Mar-24			
SW1080	INSTALL DOM. WATER & FIRE LINE & VALVES	5	04-Mar-24	08-Mar-24			
SW1090	INSTALL TEMP FENCE	2	15-Mar-24	18-Mar-24			
SW1100	DEMO & REMOVE OFFSITE PAVING	2	19-Mar-24	20-Mar-24			
SW1110	INSTALL SANITARY PIPING TO LIFT STATION	2	21-Mar-24	22-Mar-24			
SW1120	INSTALL BUILDING PAD	2	29-Mar-24	01-Apr-24			
SW1140	INSTALL ACCESS ROAD	3	02-Apr-24	04-Apr-24			
SW1160	GRADE & PROOF ROLL PAVED AREAS	10	05-Apr-24	18-Apr-24			
SW1170	INSTALL ROAD BASE	10	19-Apr-24	02-May-24			
SW1180	INSTALL CURB & GUTTER	3	03-May-24	07-May-24			

Start Date	12-Jul-19
Finish Date	03-Apr-25
Update Date	23-Oct-23
Run Date	30-Nov-23

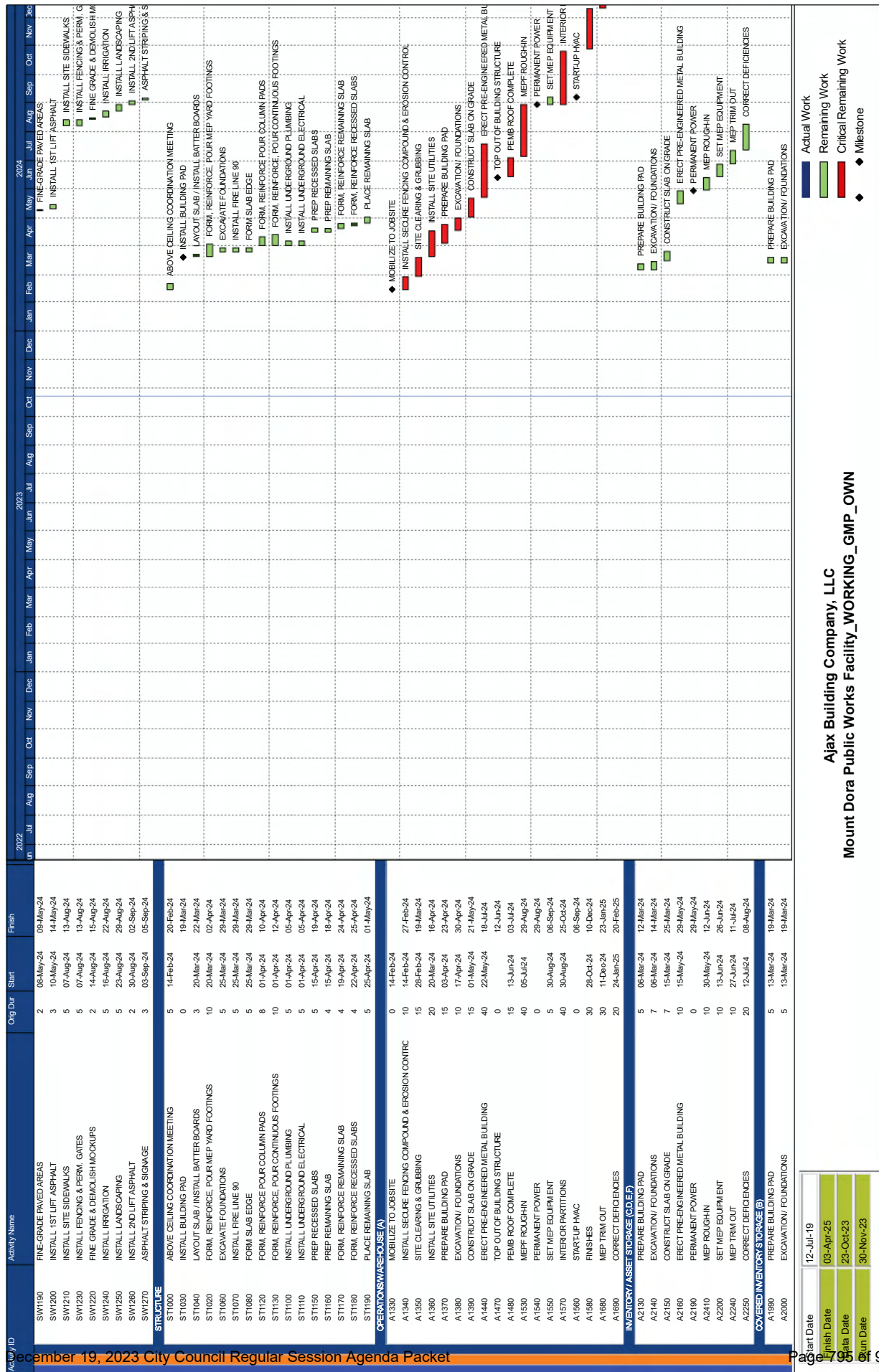
Actual Work

Remaining Work

Critical Remaining Work

Milestone

Ajax Building Company, LLC
 Mount Dora Public Works Facility_WORKING_GMP_OW







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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Agreement Between the City of Mount Dora and Milestone Professional Services, Inc. for Financial Reporting Services

Introduction:

This is a request for City Council to approve an Agreement between the City of Mount Dora and Milestone Professional Services, Inc. for financial reporting services.

Discussion:

The City of Mount Dora desires to enter into a one-year agreement with Milestone for professional services related to the preparation of the financial statements. Their technical assistance will be utilized to calculate the net pension liability, OPEB liability, and other general assistance that may be needed during the fiscal year.

Budget Impact:

The cost is estimated at \$4,800 and it is budgeted item for FY2023-24 under GL 001-1210-513.31-01.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council to approve the agreement between the City of Mount Dora and Milestone Professional Services, Inc. and authorize the Mayor to sign all applicable documents.

Attachment(s):

1. Milestone Agreement for FY23 Addt YE assist

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Rita Meade, Finance Director
Aneta Barton, Budget Director
City Attorney, City Attorney

Approved - 10/17/2023
Approved - 10/18/2023
Approved - 12/13/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/13/2023
Final Approval - 12/13/2023

1970 East Osceola Pkwy, Suite 350
Kissimmee, FL 34743
(352)408-4949 D. Collins (407)301-8650 J. Lorah
(352)357-7412 fax

October 11, 2023

Ms. Rita Meade
Finance Director
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Dear Ms. Meade,

We are pleased to confirm our understanding of the accounting and consulting services we are to provide to the City of Mount Dora. A description of the services to be provided may be found on the schedule attached to this agreement. Also included is the estimated number of hours and the total cost.

This work plan can be modified to meet your specific needs at the time of acceptance of this agreement. Any tasks not required of Milestone Professional Services, Inc. can be removed prior to commencement of this project. Modifications to this work plan can also be made at any time during the engagement to meet the needs of the City. Acceptance of additional tasks will be at the stated contract rate of \$120 per hour for Executive time and \$60 per hour for associate time (if applicable) and are subject to availability of Milestone personnel at the time the request is made.

We will provide you with progress billings throughout the engagement. Our billing cycle runs twice a month and invoices are due upon receipt. Invoices will show the work performed, the number of hours, and the rate per hour. A description will be provided for any out-of-pocket expenses. No out-of-pocket expenses are anticipated.

The engagement will commence once both parties have signed the agreement. We look forward to working with you and your staff. If the agreement meets with your approval, please sign below and return one copy to us and keep one copy for your records. Please find the Scope of Services and Fee Schedule for this agreement attached as Exhibit "A" and additional terms of this agreement attached as Exhibit "B," both of which are incorporated herein by reference.

[Signatures on Following Page]

[The Rest of This Page Left Intentionally Blank]

For and on behalf of **Milestone Professional Services, Inc.**

By: Donna Collins

Authorized Signature

Date: 12/4/23

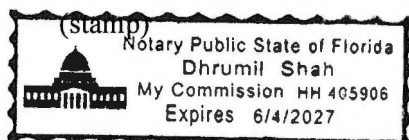
Donna Collins

Printed Name and Title

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Donna Collins, as president of Milestone, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced FL/DL as identification this 04 day of Dec, 2023.



[Signature]
NOTARY PUBLIC

For and on behalf of **City of Mount Dora**

By: _____

Authorized Signature

Date: _____

Printed Name and Title

ATTEST:

Jeanann Hand, City Clerk

CITY OF MOUNT DORA SCOPE OF SERVICES AND FEE SCHEDULE

Note that this represents a time estimate for the services outlined above. If actual time is anticipated to be greater than this, MPS will discuss that issue with the Finance Director prior to proceeding with additional work.

EXHIBIT "B"

- (a) **E-verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Milestone Professional Services, Inc. ("Contractor") and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.
- (b) **Public Entity Crimes Statement.** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following 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 a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City of Mount Dora within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City of Mount Dora within 30 days after conviction of a public entity crime applicable to Contractor or to an affiliate of Contractor.
- (c) The Contractor shall maintain public records required by the Client to perform the services.

Upon request from the Client's custodian of public records, the Contractor shall provide the Client 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 Chapter 119, Florida Statutes or as otherwise provided by law.

The Contractor shall ensure that 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 Contractor does not transfer the records to the Client.

Upon completion of this contract, Contractor shall transfer, at no cost, to Client all public records in possession of Contractor or keep and maintain public records required by Client to perform the service. If the Contractor transfers all public records to Client upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF MOUNT DORA
CITY HALL
510 N. BAKER STREET
MOUNT DORA, FL 32757
HANDJ@CI.MOUNT-DORA.FL.US
(352) 735-7126**

- (d) The Contractor hereby covenants and agrees to indemnify Client and its officers, agents, employees, successors and assigns (collectively, the "Client Indemnitees") from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal fees and expenses of any kind whatsoever imposed on, incurred by, or asserted against any or all of the Client Indemnitees, relating to or arising in connection with (i) any breach of this Agreement or default by the Contractor, or (ii) any negligent act or omission of the Contractor or those for whom it is responsible in law. The Contractor's duty to indemnify hereunder shall not include punitive damages or interest for the period before judgment. This provision shall survive expiration or termination of this contract.
- (e) Venue for any action commenced hereunder shall lie in Lake County, Florida.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of an Interlocal Agreement Between the City of Mount Dora and Lake County Related to the Maintenance of Certain Facilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441

Introduction:

This is a request for City Council to approve an interlocal agreement with Lake County regarding maintenance of certain facilities for a new County roundabout to be constructed at the Eudora Road / CR-19 / Old Highway 441 intersection.

Discussion:

In the attached agreement, the City agrees to:

- Relocate its water and wastewater utility lines to accommodate construction of the roundabout by Lake County.
- Maintain new landscaping and sidewalks to be installed by Lake County inside the CR 19, Eudora Road, and Old Highway 441 rights-of-way.
- Provide water and a water meter for irrigation purposes in the roundabout project area at the City's expense.
- Install, maintain, and supply power to street lighting as part of the roundabout project at the City's expense.
- Accept Lake County modifications to traffic signals in the roundabout project area at the City's expense.

Budget Impact:

The agreement to maintain features inside the County right-of-way will increase expenses to the City by an undetermined amount to be added to the routine maintenance the City already performs for similar items on City property.

The cost for utility line relocation was already budgeted under GL#425-5555-580.63-01-WA2403 .

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve the interlocal agreement with Lake County regarding maintenance of certain facilities for a new County roundabout at Eudora Road / Old Highway 441 intersection.

Attachment(s):

1. Agr w Mount Dora_10.18.23

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/1/2023

Approved - 12/4/2023

Approved - 12/13/2023

Approved - 12/13/2023

New -

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF MOUNT DORA, FLORIDA
REGARDING CR 19A, EUDORA ROAD & OLD HIGHWAY 441 ROUNDABOUT**

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) by and between Lake County, Florida, a political subdivision of the State of Florida (“County”) and the City of Mount Dora, a municipal corporation (“City”), collectively the “parties,” regarding the roundabout to be constructed at the intersection of County Road 19A (4561), Eudora Road (4564), and Old Highway 441 (0500A).

WHEREAS, for the purpose of improving the intersection of County Road 19A (“CR 19A”), Eudora Road, and Old Highway 441, the County intends to construct a roundabout at CR 19A, Eudora Road, and Old Highway 441 (hereinafter referred to as the “Roundabout Project”); and

WHEREAS, as part of the Roundabout Project the County intends to include additional improvements such as a drainage system, sidewalks, curb, lighting, traffic signals, and landscaping at or near the Roundabout Project (a general depiction of the Roundabout Project is presented in **Exhibit A**); and

WHEREAS, the roundabout will be located within the limits of the City; and

WHEREAS, the County and the City agree that this Agreement between them regarding the Roundabout Project is in the interest of both parties and their public health, safety and welfare.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the parties and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **City Obligations.**

A. **Wastewater.** As part of the Roundabout Project, the City, at its cost, agrees to relocate the City’s wastewater main located within or adjacent to the area of the Roundabout Project. The City will provide construction plans for the wastewater main relocation. The City’s utility plans will be bid with the County’s Roundabout Project.

B. **Watermain.** As part of the Roundabout Project, the City, at its cost, agrees to relocate the City’s watermain located within or adjacent to the area of the Roundabout Project. The City will provide construction plans for the watermain relocation. The City’s utility plans will be bid with the County’s Roundabout Project.

C. Ongoing Landscape/Irrigation Maintenance. The City agrees to provide water and a water meter to the roundabout at the City's sole cost, primarily for landscape irrigation. Upon the completion of construction of the Roundabout Project, the City shall have the sole obligation to maintain the landscaping and irrigation at and near the roundabout, at the City's cost. For purposes of this Agreement, maintenance includes but is not limited to mowing, edging, trimming, sprinkler replacement, and irrigating. The City agrees to replace, at its cost, any dead or damaged landscaping. The County reserves the right to remove, with 7 days' notice to the City, any landscaping that is found by the County Manager or designee to be a safety hazard to vehicles, pedestrians, or bicycle traffic, and City shall reimburse County for any costs associated with this removal. County shall not be responsible for replacement of said landscaping.

3. County Obligations.

A. Initial Installation of Landscaping/Irrigation. The County agrees to install landscaping and irrigation, at the expense of the County, as part of the construction of the Roundabout Project. The City has reviewed the landscape concept plan as presented in **Exhibit B**, and the City has no objection to the installation of the landscaping consistent with this concept design plan. However, the hardscape pyramid element in the middle of the roundabout (as presented in **Exhibit C**) is excluded from this project. The City may construct this element at a later time at their expense. In the event there is a modification to the concept design plan, the County agrees to provide the City with notice of the modification. After initial installation is complete, ongoing maintenance of the landscaping and irrigation shall be the responsibility of the City pursuant to section two, above.

B. Sidewalks. The County agrees to install sidewalks, at the expense of the County, as part of the construction of the Roundabout Project. The City has reviewed the full design plan set, and the City has no objection to the installation of sidewalks consistent with this concept design plan. Upon completion of construction of the Roundabout Project, the City shall have the sole obligation to maintain the sidewalks constructed as part of this roundabout project and as illustrated in **Exhibit B**, at the City's cost. For purposes of this Agreement, maintenance includes but is not limited to replacing broken sidewalk, grinding raised sidewalk edges, and correcting tripping or slipping hazards. The County reserves the right to make any needed corrections to the sidewalk, with 14 days' notice to the City, and City shall be responsible to reimburse County for any associated costs.

C. Street Lighting. The County agrees to have installed, at the County's expense, street lighting as part of the Roundabout Project. The County will ensure the initially installed lighting meets the requirements of the State of Florida, Department of Transportation (FDOT). The City has reviewed the full lighting plan set, and the City has no objection to the installation of the street lighting consistent with this lighting plan as illustrated in **Exhibit D**. In the event that the County modifies the lighting plan, the County will notify the City. Once the lighting is installed, the County will notify the City of the completion of the installation. Beginning on the day after receipt of the County's notification, the City shall be solely responsible for all ownership, operation, maintenance of and utility charges for the lighting installed as part of the Roundabout Project. The County will not be responsible for payment of utility fees and charges for the operation of the said street lighting. In the event the City modifies the street lighting, the City will be responsible for ensuring the new fixtures, wattage, lumens and parts meet FDOT requirements.

D. Traffic Signal: The traffic signal located approximately 560-ft east of Eudora Road, as shown in **Exhibit E**, will be placed in yellow flash mode as part of the Roundabout Project. At a later date, the County in its sole discretion may completely remove said traffic signal or relocate the signal to the Old Highway 441 and Poinsettia Drive/Golden Lane intersection near the existing Dairy Queen restaurant. Ownership and maintenance of this traffic signal shall remain the responsibility of Lake County, with costs borne by the City, pursuant to the terms of that Interlocal Agreement Between Lake County, Florida and the City of Mt. Dora for Traffic Signal Maintenance dated April 12, 2016.

E. Ownership and Maintenance of Roundabout: The County shall own and maintain the pavement, curbing and stormwater system associated with the roundabout.

F. Recorded Transfer Affidavit: The County will record an Affidavit Affecting Real Property pursuant to Florida Statutes, section 695.26, which shall be in substantially similar form to the Affidavit attached hereto and incorporated herein as **Exhibit F**. City will cooperate fully with any requests of County related to this Affidavit.

4. Termination. Either party shall have the right to terminate this Interlocal Agreement for cause with thirty (30) days written notice to the other, so long as the construction of the Roundabout Project has not yet been awarded by the County. Once the Roundabout Project has been awarded by the County to a contractor, this Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

9. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it ("effective date").

10. **Entire Agreement.** This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

Exhibit A	Roundabout Aerial Location Map
Exhibit B	Landscape Concept Plan
Exhibit C	Hardscape Pyramid Not Included in Construction
Exhibit D	Lighting Concept Plan
Exhibit E	Traffic Signal to be Placed in Flash Mode
Exhibit F	Affidavit Affecting Real Property

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the County through its Board of County Commissioners, signing by and through its Chairman, and the City through its duly authorized representative.

CITY

CITY OF MOUNT DORA, FLORIDA

Crissy Stile, Mayor

This ____ day of _____, 2023.

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality:

Patrick Brackins, City Attorney

COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Kirby Smith, Chairman

This _____ day of _____, 2023.

ATTEST:

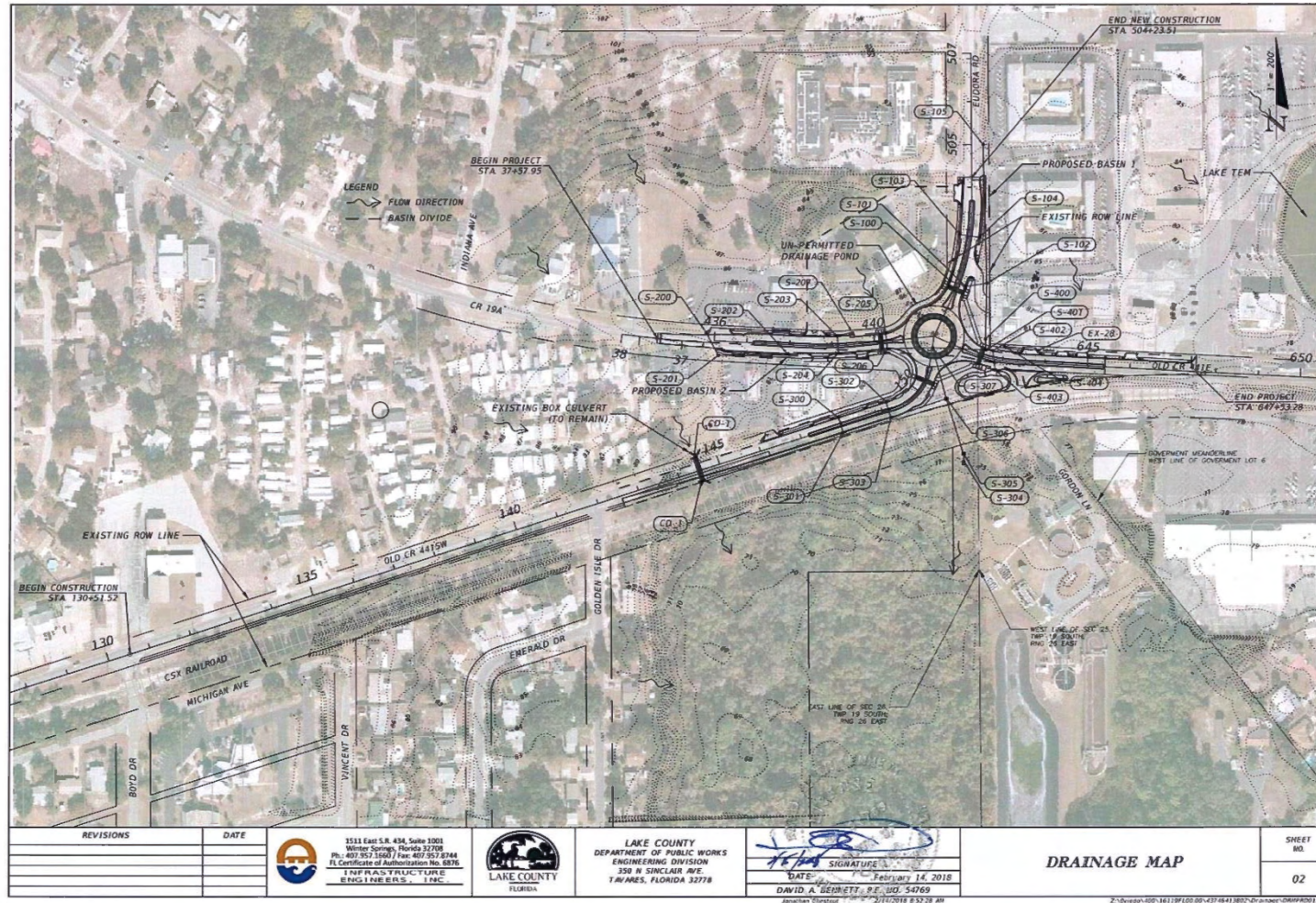
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

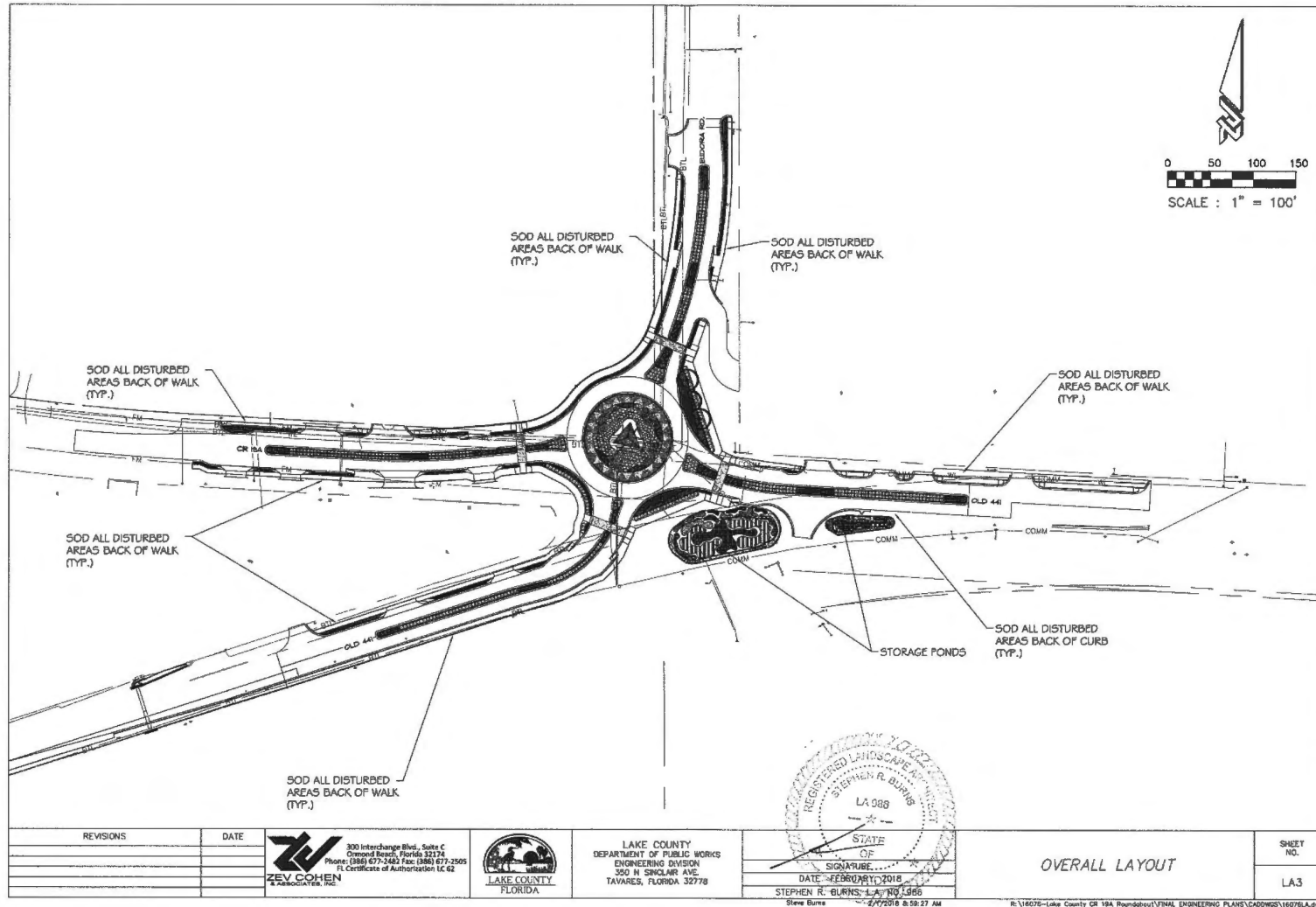
**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441
ROUNDBOUT**

**EXHIBIT A
Roundabout Aerial Location Map**

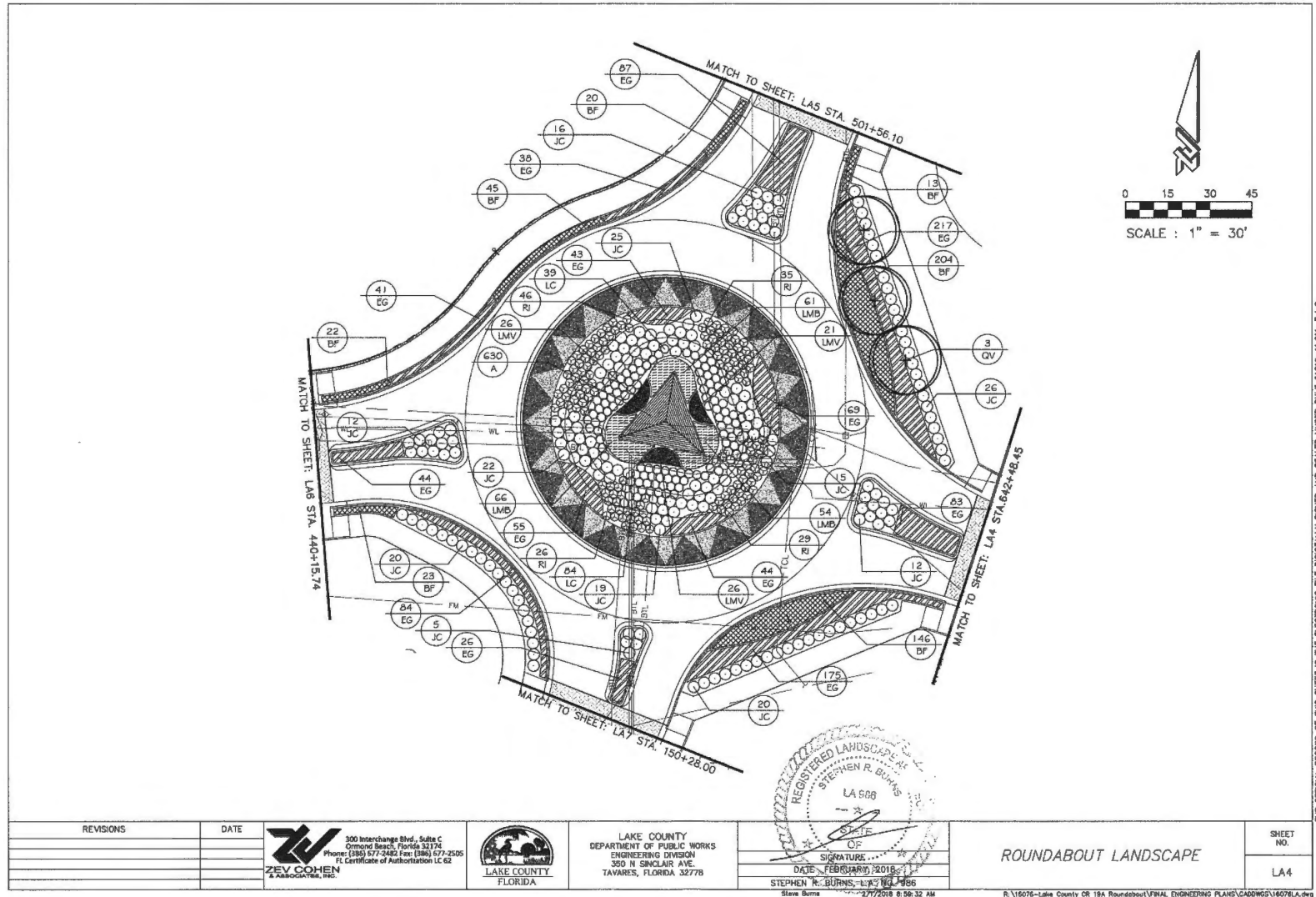


**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441
ROUNDAABOUT**

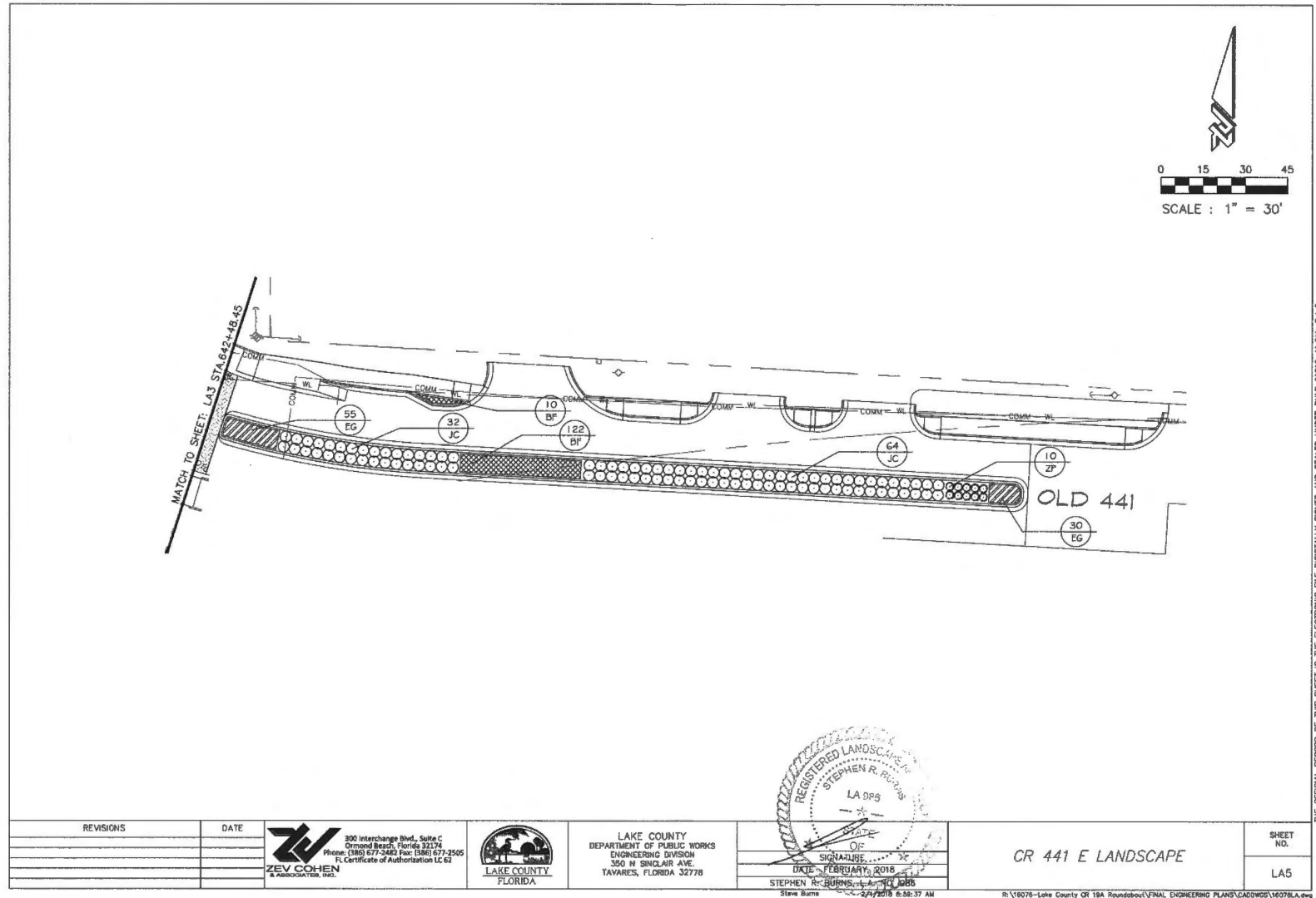
EXHIBIT B
Concept Landscape Plan



**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441
ROUNDBOUT**

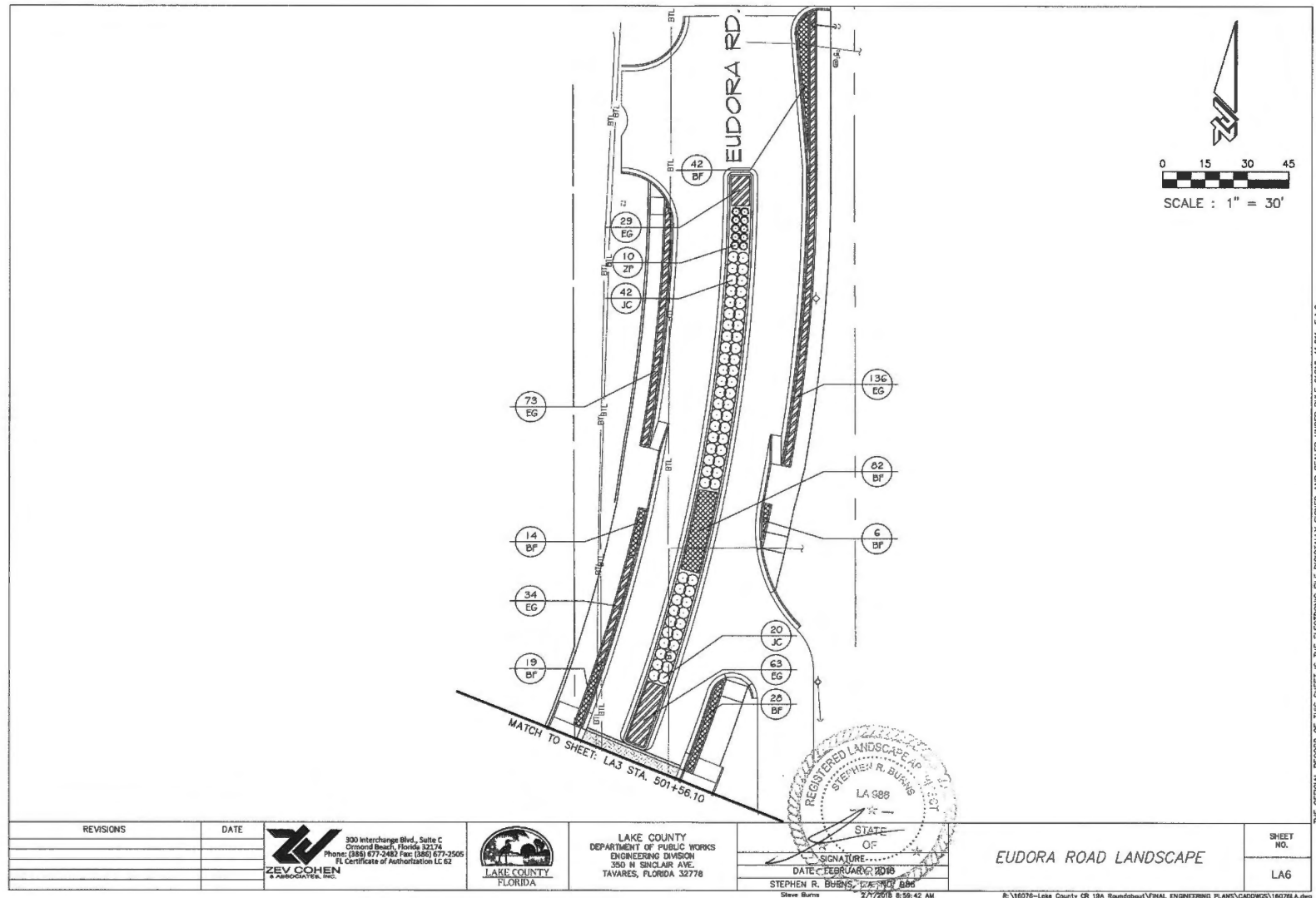


**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441
ROUNDBOUT**

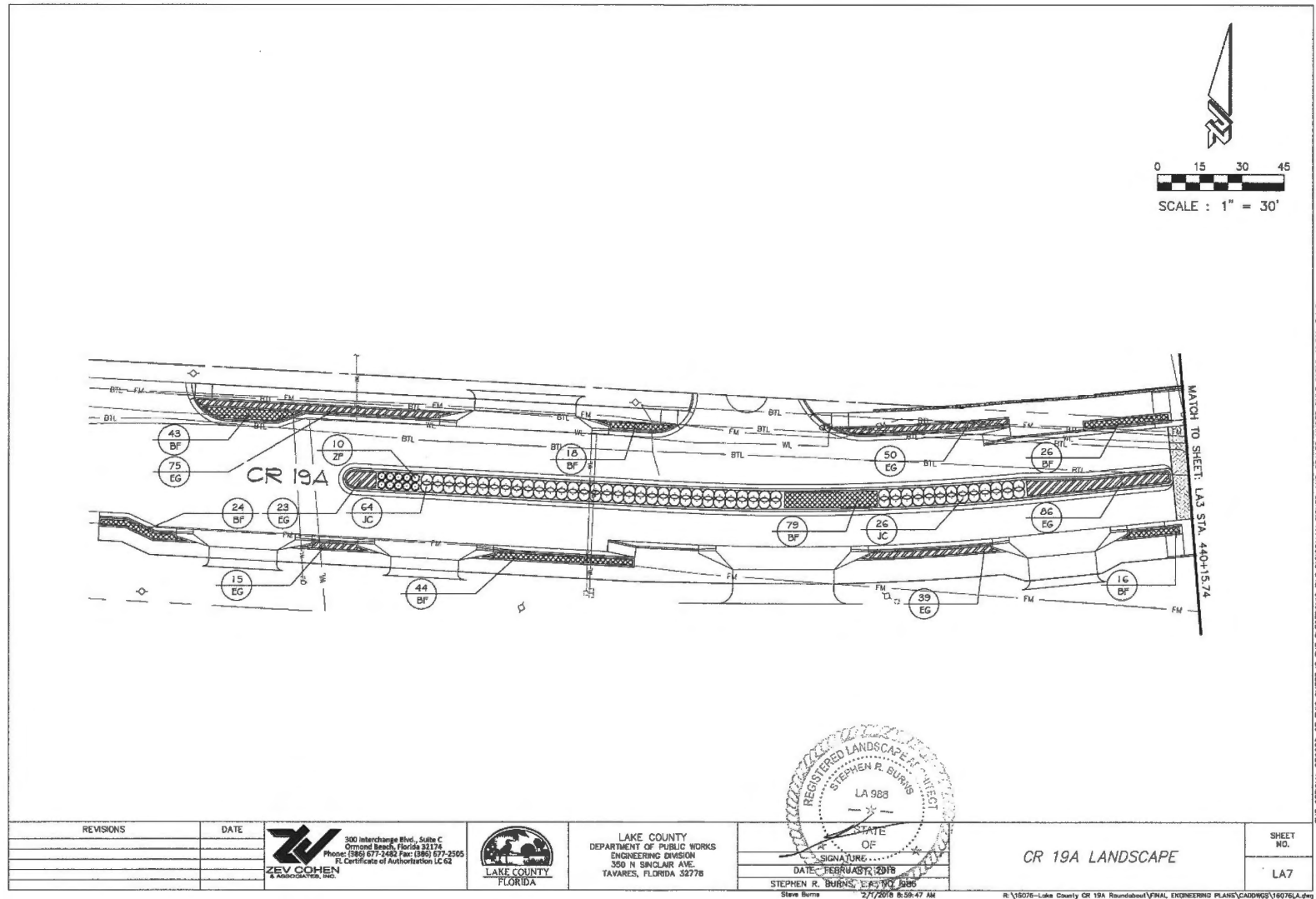


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

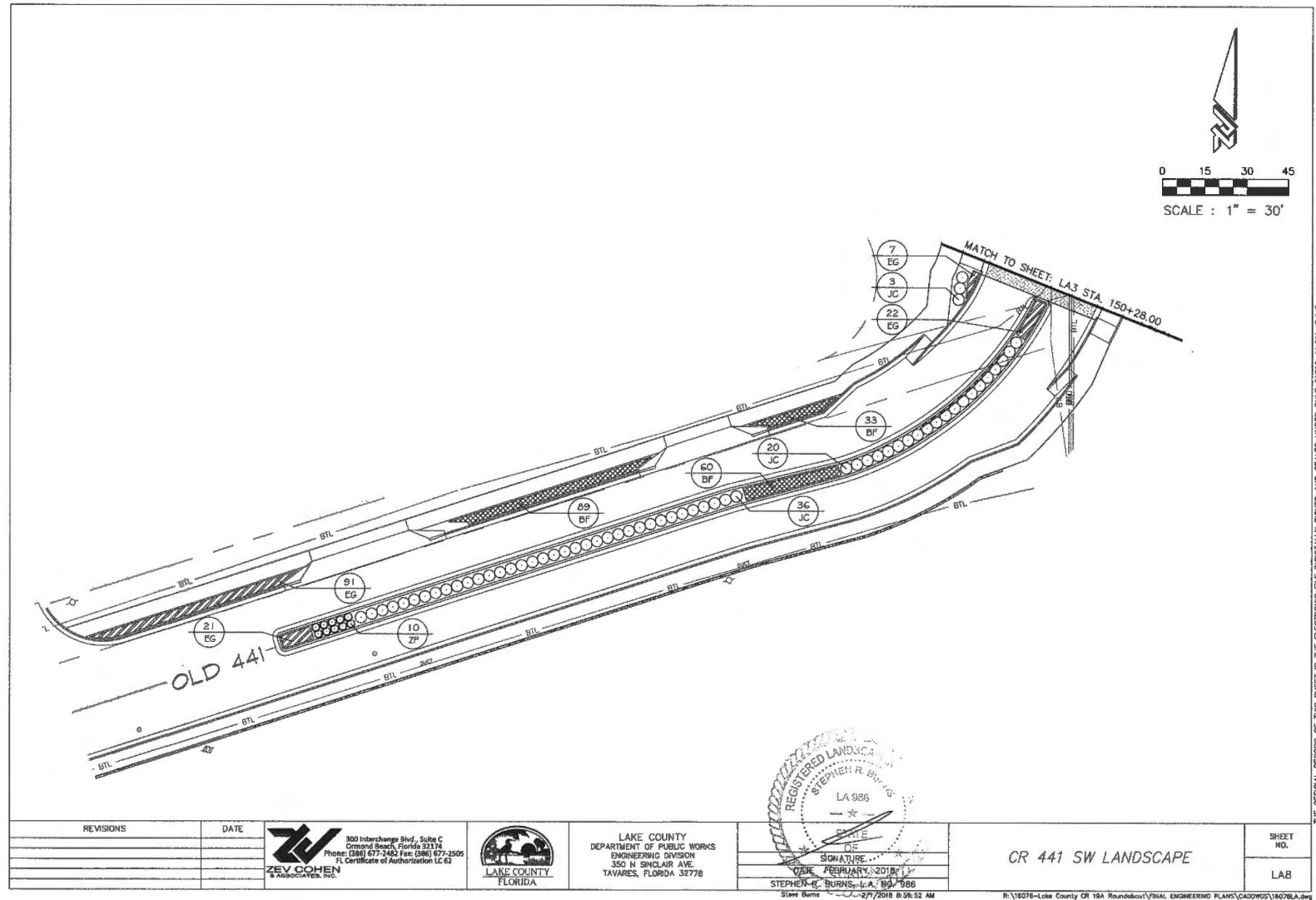
INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

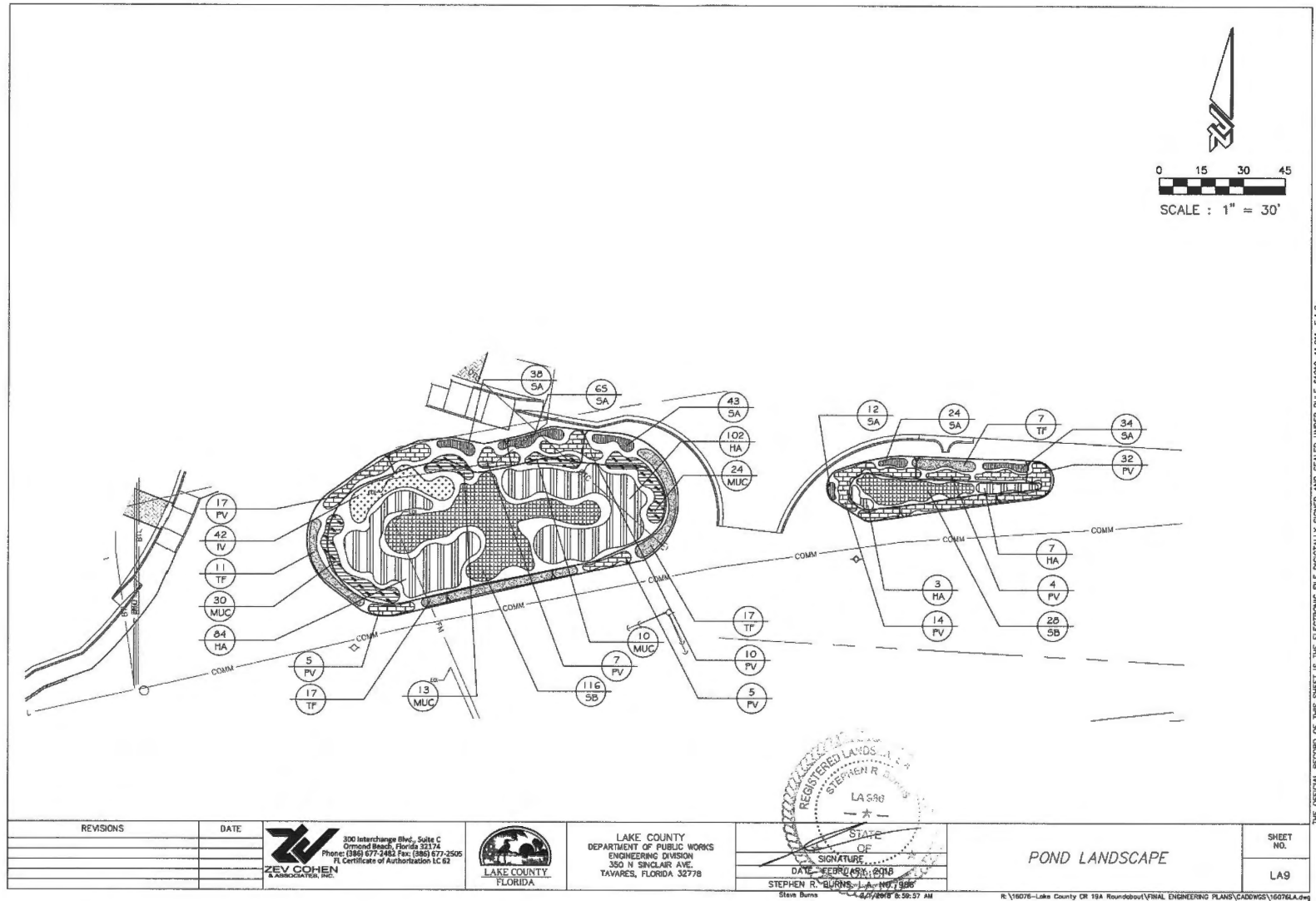


EXHIBIT C
Hardscape Pyramid Not Included in Construction

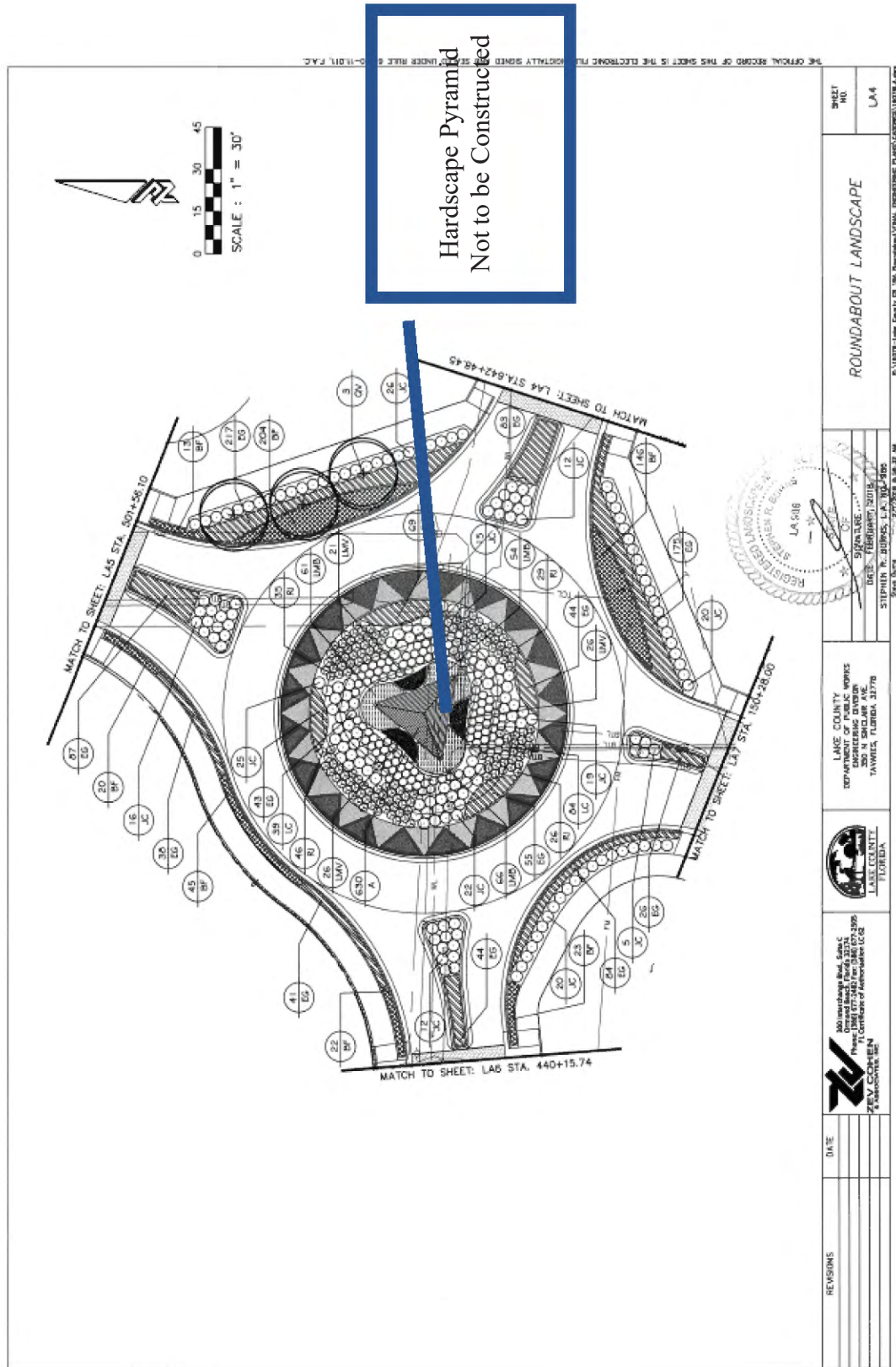
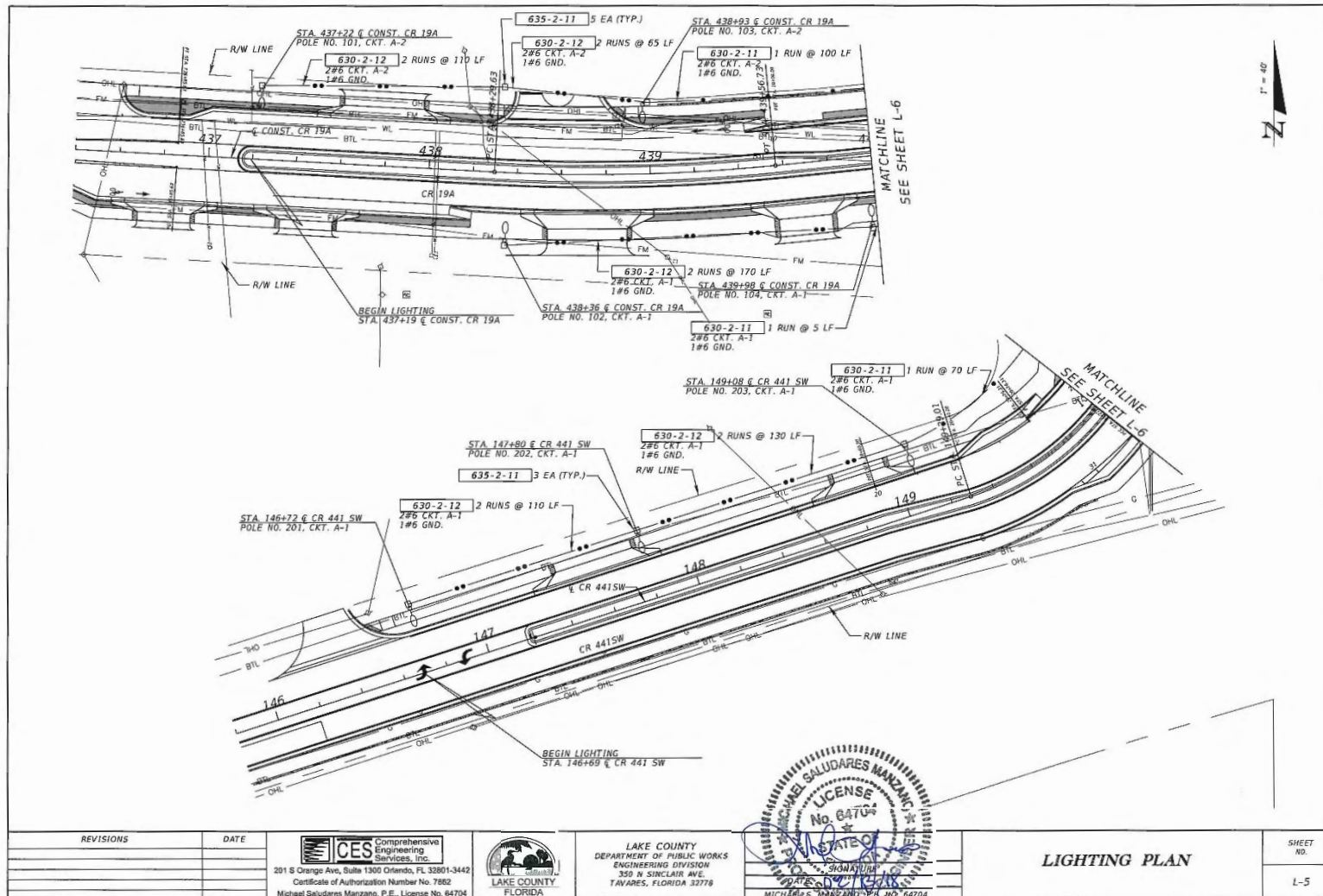
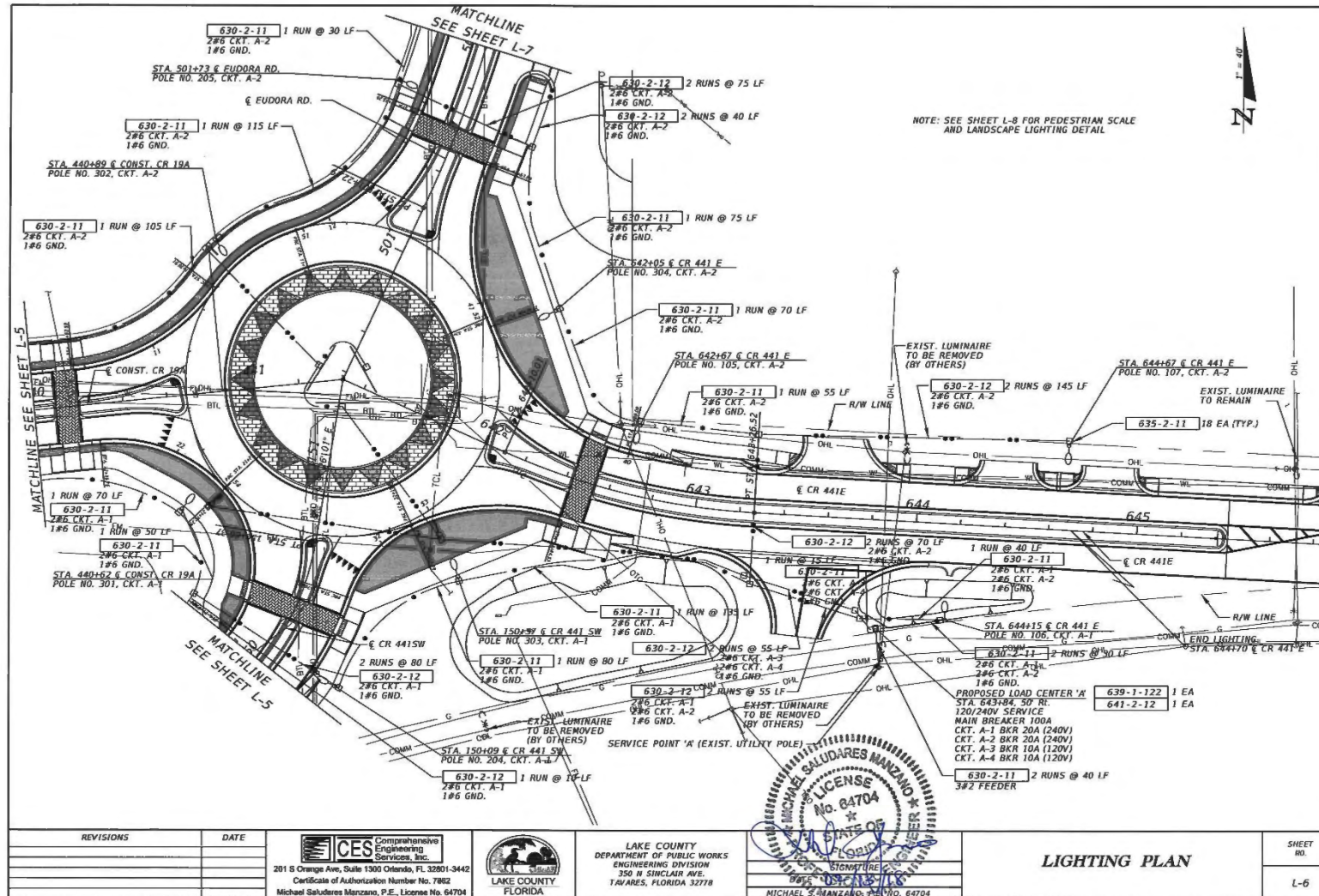


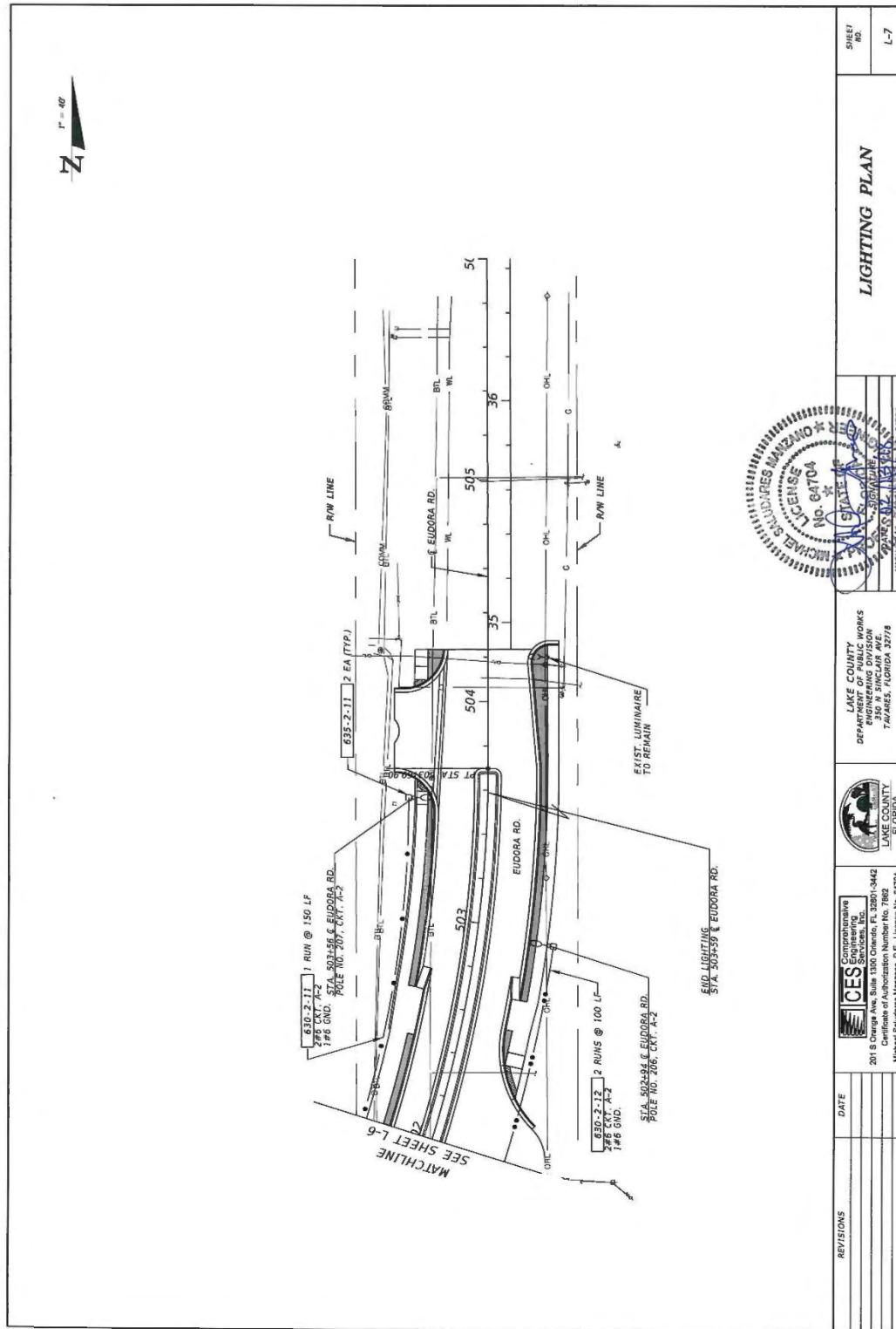
EXHIBIT D
Concept Lighting Plan



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

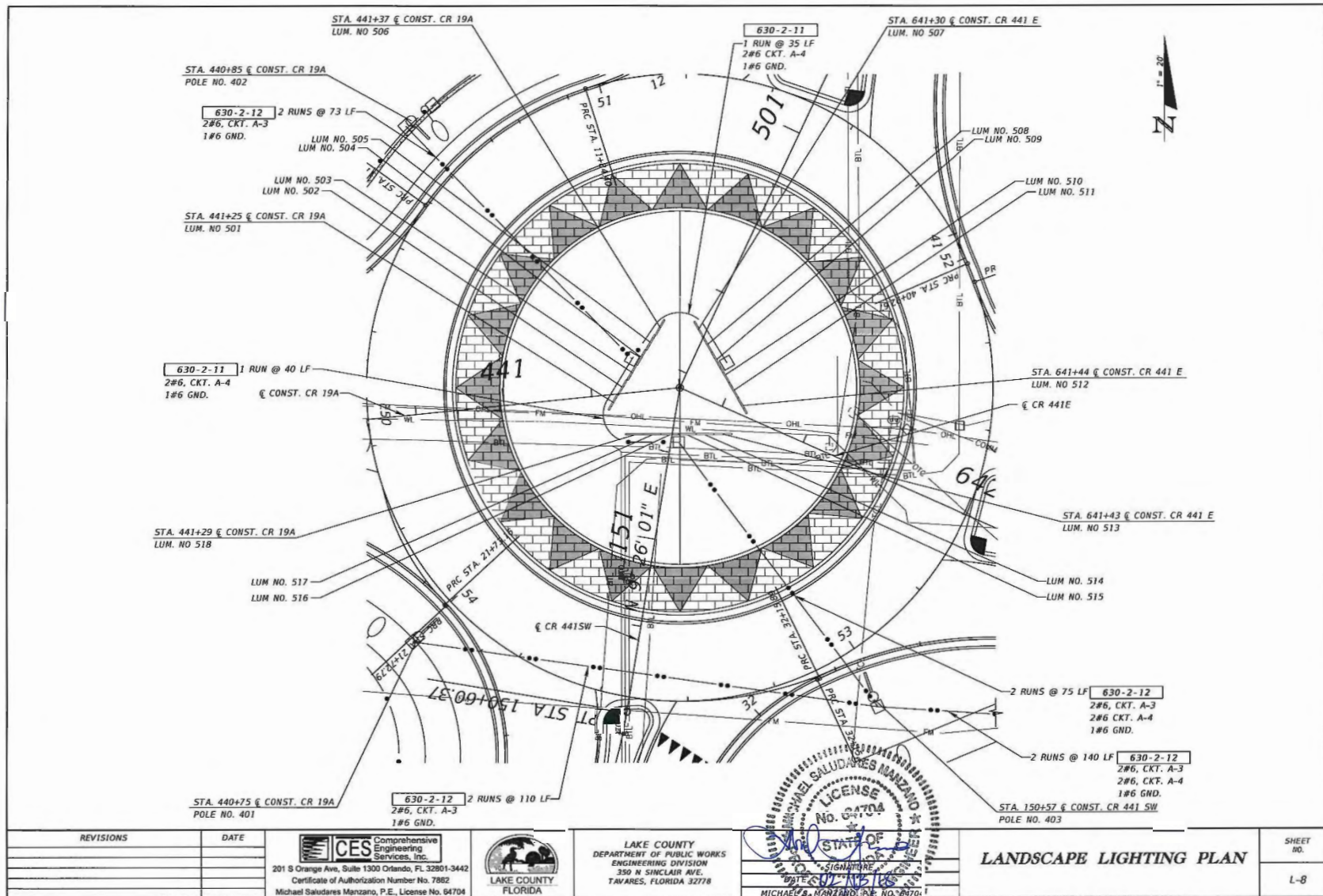


EXHIBIT E

Traffic Signal to be Placed in Yellow Flash Mode

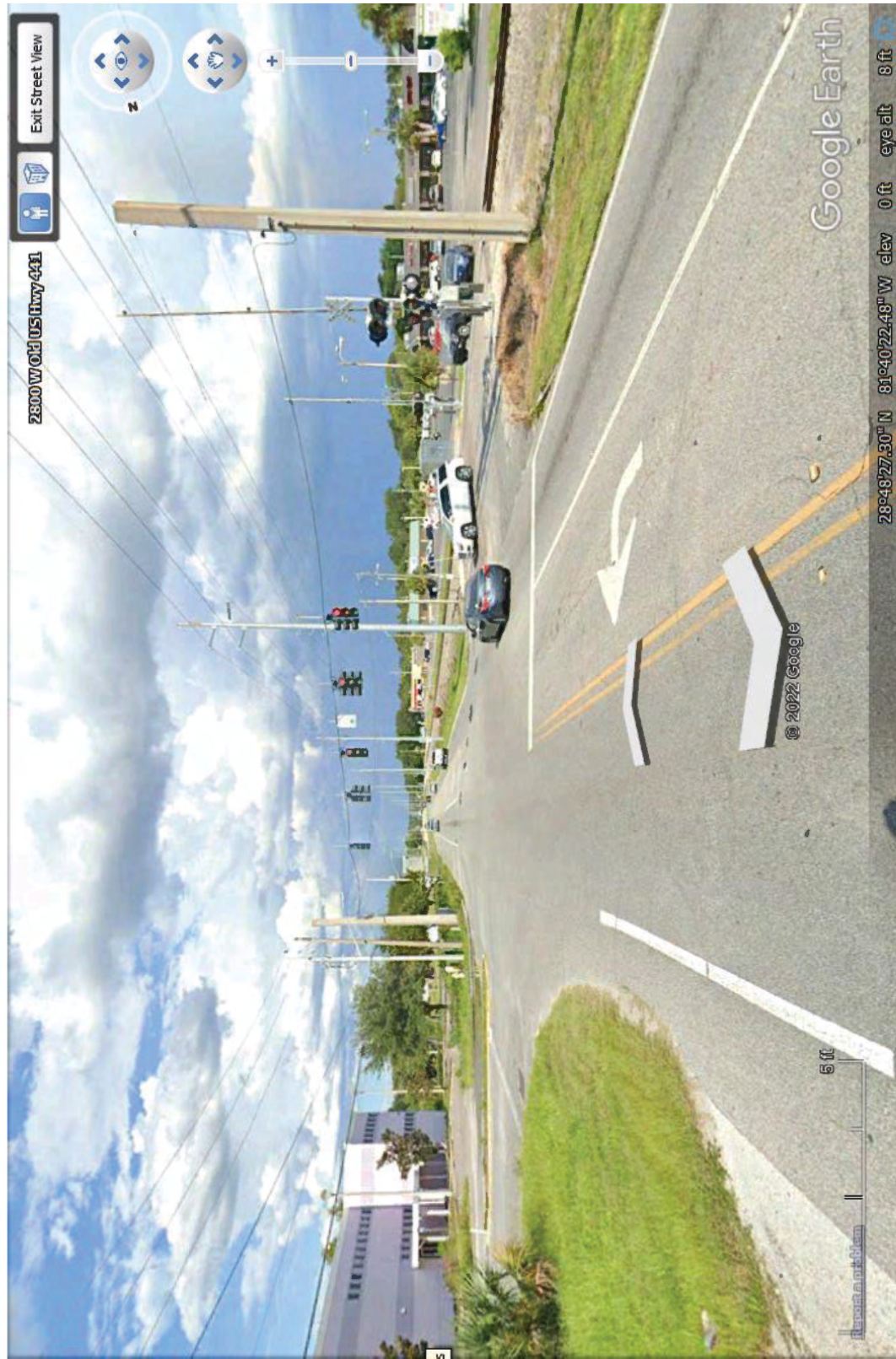


EXHIBIT F

AFFIDAVIT AFFECTING REAL PROPERTY
{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, FRED SCHNEIDER, as Assistant County Manager for Lake County, P.O. Box 7800, Tavares, Florida, 32778, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is assigned to the City of Mount Dora, Florida ("City") via an Interlocal Agreement Between Lake County, Florida and City of Mount Dora, Florida ("Interlocal Agreement"), recorded in Official Record Book [REDACTED], Pages [REDACTED], recorded in the public records of Lake County, Florida on [REDACTED] (date).
2. Sections 2.C., 3.A. and 3.B. of the Interlocal Agreement provide that upon completion of the Roundabout Project, the County shall transfer to the City all maintenance responsibilities for the landscaping, irrigation, and sidewalk, which shall then become the responsibility of the City, its successors or assigns. The Roundabout Project was completed and accepted by the County on [REDACTED] (date), and effective as of [REDACTED] (date), the maintenance responsibilities detailed above were transferred to the City.
3. Section 3.C. of the Interlocal Agreement provides that the City will assume maintenance responsibilities for the lighting installed as a part of the Roundabout Project beginning on [REDACTED] (date), and effective as of [REDACTED] (date), the responsibilities for all ownership, operation, maintenance of and utility charges for the lighting were transferred to the City.
4. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, are fully responsible for the maintenance of the landscaping, irrigation, sidewalk, and lighting, and that the County has assigned all responsibilities to the City, its successors and assigns for the property described in **Exhibit A**, attached hereto and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

Fred Schneider
Assistant County Manager, Lake County

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Fred Schneider, as Assistant County Manager for Lake County.

Notary Public - State of Florida
Printed Name: _____

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced: _____



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

DATE: December 19, 2023

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 for CMAR Services for Forest Preserve

Introduction:

This is a request for City Council to approve the Task Authorization/Guaranteed Maximum Price for CMAR Services for Forest Preserve.

Discussion:

Development of Forest Preserve as a new city amenity has been underway for nearly five years and is now presented for full consideration and approval.

The Forest Preserve project has been researched, assessed and refined for nearly five years, as a result of the library staff's initial interest in a more natural setting for its popular nature-based programming as well as its commitment to and success with the volunteer-driven Nunan Butterfly Garden. Over time, these interests were matched by staff's recognition of the vital significance of preserving and restoring this 14-acre tract of second and third growth urban forest for future generations of Mount Dorans. The project first formally appeared in the 2018 Parks and Recreation Master Plan, where it called for developing this amenity with signage, a trailhead, an accessible trail, parking and sidewalk connectivity.

Research Timeline

- February 2019 - Library staff begin formal research.
- October 2020 - \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant application.
- July 2021 - FRDAP grant is awarded to the City of Mount Dora.
- September 2021 - City Council accepts the FRDAP grant.
- January 2022 - Walk-about event for Forest Preserve neighbors.
- January 2022 - Library-recruited volunteers begin monthly Coral Ardisia Workdays.
- April 2022 - A Preliminary Environmental Site Assessment is completed, documenting plant and animal species.

- June 2022 - State Foresters and a biologist conduct public Forest Preserve Workshop.
- November 2022 - A trail study is completed.
- January 2023 - City Council approves the concept plan and Task Authorization for Halff to create a site plan.
- September 2023 - HALFF completes the site plan.

Construction

The Task Authorization for Faden Builder's guaranteed maximum price of \$465,852.38 includes two entry structures, two permeable parking areas, an elevated boardwalk trail loop, a bypass trail near Suzanne Drive, two pedestrian crosswalks, irrigation and sidewalk connectivity to the library parking lot and butterfly garden. **ATTACHMENT #1** is the site plan prepared by Halff Associates. **ATTACHMENT #2** gives an approximate representation of the major elements, which can be viewed in detail on the site plan.

Elements included in this project but outside the scope of the Task Authorization include:

Interpretative Signage

A city amenity requires signage explaining how to safely use it, wayfinding signs such as maps and directional signs, ecosystem signs that explain the amenity's flora and fauna and signs with rules governing the public's use of the space. The map, ecosystem and rules signs will be displayed in both entry structures. Flora and fauna identifying signs will be installed along the trail and will be changed throughout the year as plants cycle through their bud and bloom phases. Substantial roadside entry signs will be constructed at both trailheads. The Task Authorization includes only roadway signs, such as parking and stop signs. **ATTACHMENT #3** contains samples of signs in development, with an estimated budget of \$30,000.

Wonder Walks

Forest Preserve will contain two wonder walks (the more well-known term "story walk" is a trademarked phrase that will not be used to describe this feature). The first wonder walk will include 20 steel sign holders traversing the boardwalk, containing two pages from a children's book in sequential order. The book will be updated monthly and will reflect outdoor exploration and wildlife themes for young children. The second Wonder Walk will include five steel sign holders traversing the existing one-mile dirt path, containing adult content such as nature-based artwork, poetry and reflections. **ATTACHMENT #4** illustrates the sign hardware and contents under consideration. The estimated budget for this element is \$10,000, to be 100% sponsored by the Friends of the Library.

Landscaping

There are four designated areas for professional landscaping: two beds that flank the new entry across from the library, one bed flanking the existing entry and the new exit/entry from the northwestern corner of the Butterfly Garden. The landscaping scope includes native grasses and drought-tolerant native plants, to complement the natural flora of both Forest Preserve and the Butterfly Garden. Large Florida-origin boulders will dot both forest entry points and a smaller boulder will line the sidewalk from the garden. The estimated budget for this element is \$15,000.

Programming

While not a cost associated with the construction of Forest Preserve, any new city amenity should include intentional direct or indirect programming that ensures residents and visitors will have a meaningful experience at the amenity. The librarians' intentions from the start of this project were to create a learning environment that draws people into a natural environment where they might not previously have felt comfortable. Staff has developed a tentative first-year calendar of programming that will be a combination of restoration activities and expert-led forays into the forest, including sponsored programming such as guided walks with a naturalist, family forest school activities and monthly story times. **ATTACHMENT #5** lists the activities planned for the amenity to-date. All of this programming will be sponsored, with 100% of the speakers' fees and program materials paid directly by a library nonprofit, for a first-year monetary value of \$4,000.

Parks Staff

This new amenity will require approximately 6-12 hours of Parks staff per week to maintain the trails, boardwalks and entryways:

- Daily emptying of trash receptacles at both entry structures.
- Summer/growing months - weekly mowing of one-mile trail loop, maintaining a 5' width on all dirt trails, and parking areas.
- Fall-winter months - weekly blowing of boardwalk trail.
- Monthly check of boardwalk trail to control encroaching vegetation, with a 3' cleared border on either side.
- Clearing downed limbs.
- Annual or semi-annual pressure washing of boardwalk trail and entry structures.
- Monthly removal of bags of debris from library volunteers on forest workdays.

It is recommended that the current part-time position in the Cemetery be increased to full-time (from 28 hours weekly to 40). This unbudgeted position would begin upon completion (likely March 2024) and is estimated to cost an additional \$25,000 in Parks wages and benefits for 2023-24. Staff does not recommend approving this new amenity without this additional staffing level.

The Library Advisory Board will review this proposal with a recommendation to City Council at their December 11, 2023 meeting. The Parks and Recreation Advisory Board does not meet this December.

Budget Impact:

The Task Authorization for construction by Faden Builders is \$465,852.38, which includes a \$37,376.51 contingency, to be funded by Library Impact Fees. A \$50,000 FRDAP grant is attached to this project, with a completion deadline of April 2024. Additional elements include:

- Signs estimated budget of \$30,000, allocated from Library Impact Fund.
- Wonder Walk estimated budget of \$10,000, to be 100% sponsored by the Friends of the Library, with matching entries in both expense GL #001-1330-571.52-01 and income GL #001-0000-360.10-01.
- Landscaping estimated budget of \$15,000, allocated from Library Impact Fund.

- Programming estimated budget \$4,000, for speaker fees and materials, to be paid directly by a library nonprofit.
- Increase Parks PT employee to FT for \$25,000 (Parks Salaries & Wages GL #001-1350-572-12-02 and benefits GL #001-1350-572.22-10).

The total potential expense for the project allocated to the Library Impact Fund is estimated to be no higher than \$510,852.37. The Budget amendment is required for this project and will be brought for the Council's approval at a later time.

Strategic Impact:

The Forest Preserve project is in line with Goal #2 - Infrastructure, in that it develops a unique recreational space for all ages and abilities and complements the Parks and Recreation Master Plan, as it is included in the short-term project prioritization.

Recommendation:

City Council approve the Task Authorization/Guaranteed Maximum Price with Faden Builders for the construction of Forest Preserve.

Attachment(s):

1. Project Number 22-025 Task Authorization Forest Preserve TF
2. ATTACHMENT #1 - Forest Preserve Site Plan
3. ATTACHMENT #2 - Forest Preserve Features
4. ATTACHMENT #3 - Forest Preserve Signage Review
5. ATTACHMENT #4 - Forest Preserve Wonder Walk
6. ATTACHMENT #5 - Forest Preserve Calendar

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/30/2023
Approved - 12/14/2023
Approved - 12/14/2023
Approved - 12/14/2023
Final Approval - 12/14/2023

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:

Cathy Lunday

Construction Manager Contact:

Johnny Reynolds

Project Name:

Forest Preserve

Project Number:

22-025

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	
<u>Each Task Authorization package shall include:</u> 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: <u>Cathy Lunday</u> Signature: <u>Cathy Lunday</u> Digitally signed by Cathy Lunday Date: 2023.11.21 11:40:22 -05'00' Date: _____	
Reviewed By (if applicable): Print: <u>Johnny Reynolds</u> Signature: <u>Johnny Reynolds</u> Digitally signed by Johnny Reynolds Date: 2023.11.21 13:59:14 -05'00' Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: <u>TODD M. FADEN</u>	Print Name: _____
Title: <u>PRESIDENT</u>	Title: _____
Signature: <u>Todd M Faden</u>	Signature: _____
Date: <u>11/22/2023</u>	Date: _____



11/14/2023

Faden Proposal No. 23-743

Cathy Lunday
Library Director
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Mount Dora Forest Preserve

Scope Summary: Construct forest preserve boardwalk with trailhead pavilions, parking, crosswalks and sidewalks per signed and sealed construction documents prepared by Halff.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Building/Construction Permit with City of Mount Dora
 - c. ROW Permit
 - d. Mobilization/Demobilization
2. Site Work
 - a. Site Layout
 - b. Remove marked trees and brush as required for the parking and boardwalk trail. Clear a 12ft wide path at the boardwalk trail.
 - c. Remove existing concrete curbs and asphalt as required.
3. New Construction
 - a. Construct approximately 375 linear feet of elevated boardwalk:
 - i. Approx. 194 linear feet will have 42" high guardrail
 - ii. Approx. 181 linear feet will have toe rail only
 - iii. One large octagonal shaped deck area with bench seating
 - iv. One small octagonal shaped deck area with bench seating
 - v. One bump out along the boardwalk with bench seating
 - vi. Stairs to foot path trail
 - b. Hardscape:
 - i. Approx 1,400 SF of new 3,000 PSI concrete sidewalk with curb ramps and detectable brick inlay
 - ii. 192 SF of new 3,000 PSI concrete slab at both trailhead structures
 - iii. Approx 200 LF of new FDOT Type "D" concrete curb
 - iv. Two elevated crosswalks with brick paver inlay
 - c. Three permeable parking areas with approx 235 LF of concrete ribbon curb
 - d. 4,000 SF shade tolerant St. Augustine sod
 - e. Two 8'x12' trailhead structures with 6:12 metal roof and signage board
 - f. Parking lot and roadway striping
 - g. Road signage
 - h. Tie-in to irrigation main line at library parking lot area and extend irrigation system to both trailhead parking areas.
 - i. 180 LF of wood fence along the lift station – 4-5" round posts with double rails



Qualifications and Exclusions:

1. The scope is limited to the items listed above in Exhibit A. Any other added scope items or items required by the AHJ are excluded and will require a Change Order.
2. Work to be completed 1st shift, M-F, no overtime is included.
3. Geotechnical testing/reports are excluded.
4. All treated lumber is Ground Contact rated (CA-C).
5. SJRWMD permit is not required and is excluded.
6. Landscaping is excluded.
7. Painting and staining are excluded.
8. Tree and brush clearing is limited to the parking and boardwalk trail areas and approx. 500 LF of foot path clearing is included using bush hog/box blade from the boardwalk to the lift station area.
9. Trail signage is excluded.
10. New irrigation is an extension of the existing irrigation, so engineering/permit is excluded.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 46,263.96
2. Site Work	\$ 66,795.45
3. Concrete	\$ 55,110.09
4. Boardwalk and Trailhead Structures	\$ 185,792.93
5. Irrigation and Fence	\$ 19,802.68
Subtotal	\$ 373,765.11
General Liability Insurance	\$ 4,858.95
Contingency (10%)	\$ 37,376.51
Contractor's Fee	\$ 44,851.81
Permit Fee	\$ 5,000.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 465,852.38

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 4 weeks for material procurement and permitting
- 1 week for mobilization
- 16 weeks for site work and boardwalk construction
- 1 week for demobilization

Project Management Information System (PMIS) will not be required for this project.



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

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

PHILIP RAPALJE

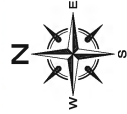
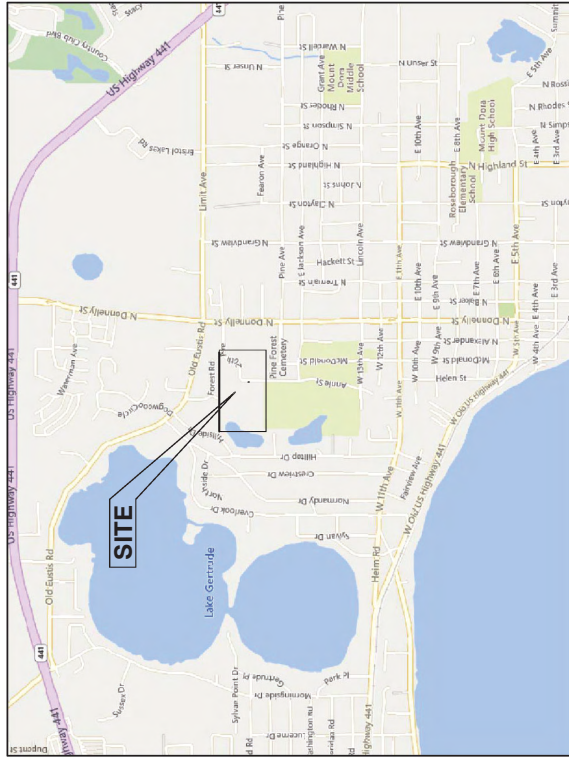
Philip Rapalje
Faden Builders, Inc.

CONSTRUCTION PLANS FOR



MOUNT DORA FOREST PRESERVE

SECTION - 30 TOWNSHIP - 19S RANGE - 27E



VICINITY MAP
1" = 1,000'

Crissy Stille MAYOR

Cal Rolfsen
COUNCIL MEMBER
DISTRICT 2

Marc Crail
COUNCIL MEMBER
VICE-MAYOR, DISTRICT 4

Sherry Sutphen
CITY ATTORNEY
SERVICES DIRECTOR

Doug Bryant
COUNCIL MEMBER
AT-LARGE

George Marek
DIRECTOR OF
PUBLIC WORKS

John Cataldo
COUNCIL MEMBER
DISTRICT 1

Dennis Dawson
COUNCIL MEMBER
DISTRICT 3

Nate Walker
COUNCIL MEMBER
DISTRICT 5

Vince Sandersfeld
PLANNING
DIRECTOR

OWNER/DEVELOPER:

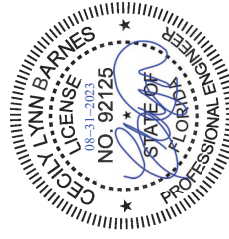
CITY OF MOUNT DORA
510 N BAKER ST.
MOUNT DORA, FL 32757
CONTACT, TITLE
PHONE: (352) 735-7100
EMAIL ADDRESS

ENGINEER/SURVEYOR:

HALFF ASSOCIATES, INC.
902 N. SINCLAIR AVENUE
TAVARES, FL 32778
CECILY L. BARNES, PE
(352) 557-9247
CBARNES@HALFF.COM

INDEX OF SHEETS

- 1 COVER SHEET
- 2 AERIAL PLAN
- 3 SITE PLAN
- 4 GRADING PLAN
- 5 GENERAL DETAILS
- 6 BOARDWALK DETAILS
- 7 PAVILION & STAIR DETAILS



PREPARED BY:

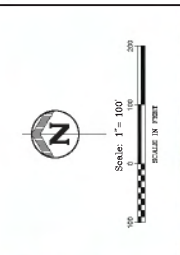


902 NORTH SINCLAIR AVENUE
TAVARES, FL 32778
TEL (352) 343-8461 FAX (352) 343-8498
www.halff.com

CERTIFICATE OF AUTHORIZATION NUMBER: 33380

ORIGINAL DOCUMENT SIZE 24"x36"

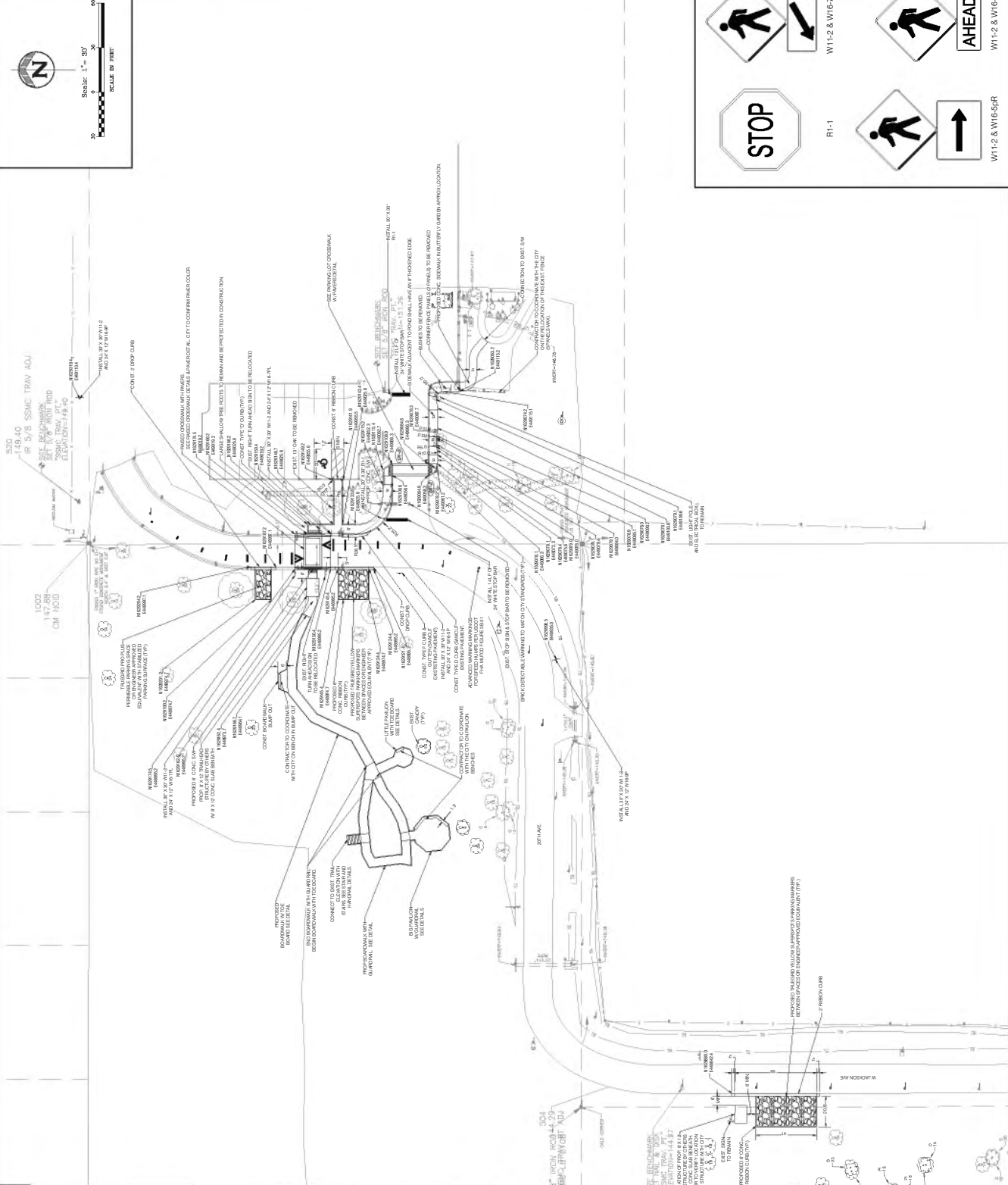




NOTES:

1. CONTRACTOR TO VERIFY WITH CITY WHICH PLANTS ARE TO REMAIN FOR CONSTRUCTION OF SIDEWALK IN BUTTERFLY GARDEN.
2. CRD CURB RAMP PER FOOT STD. PLANS 522-002.
3. CURB TYPES ARE PER FOOT STD. PLANS 522-001.
4. RAISED CROSSWALK TO BE CONSTRUCTED PER FOOT STD. PLANS 522-000 RAISED CROSSWALK WITH RC CHANNEL GUTTER OPTION. SEE RAISED CROSSWALK DETAIL OF THIS PLAN SET FOR ADDITIONAL INFORMATION.
5. CONTRACTOR TO VERIFY WITH CITY EXISTING TREES & BRANCHES TO BE REMOVED.
6. CONTRACTOR TO CONFIRM STYLE AND MATERIAL BRICK DETECTABLE WARNING AND PAVEMENT CROSS WALKS WITH CITY.
7. CONTRACTOR TO CLEAR 3' ON EITHER SIDE OF SIDEWALK OF FOLIAGE.
8. ALL PROP. GROUND SURFACES SHALL BE STABLE, FIRM AND SLIP RESISTANT PER ADA STANDARDS.
9. CONTRACTOR TO CONFIRM COMPOSITE SIDEWALK COLOR WITH CITY BEFORE PURCHASE.
10. A 3' TRANSITION SHALL BE USED BETWEEN DIFFERENT PROPOSED CURB TYPES UNLESS OTHERWISE SPECIFIED.
11. CONTRACTOR TO VERIFY THE FINAL LOCATION OF STAIRS, BOARDWALK BUMP-OUT AND PAVILION TYPE OF THE BOARDWALK, BUMP-OUT AND PAVILIONS WILL REQUIRE APPROVAL FROM THE CITY ENGINEER.
12. SIGNS AND STRIPING TO BE INSTALLED PER CD STANDARDS.
13. ALL COMPOSITE BOARDS ARE TO BE INSTALLED 000 GRAIN SIDE UP PER WEARDECK SPECIFICATIONS.
14. SIDEWALK IS TO BE 4' THICK UNLESS OTHERWISE NOTED.

December 19, 2023 City Council Regular Session Agenda Packet



Scale: 1" = 30'

Scale in Feet

North Arrow

Sheet 03

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

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PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

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CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

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DATE: JUNE 2023

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DATE: JUNE 2023

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CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01

FILE NAME: FOREST PRESERVE

CITY OF MOUNT DORA

CERTIFICATE OF AUTHORIZATION NUMBER: 33300

DATE: JUNE 2023

DESIGNED BY: CLB

CHECKED BY: BT

DATE: JUNE 2023

PROJECT NO.: 2023-01



FILE NAME: FOREST PRES.
Sheet 04

JOB NO.:	044712.112
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CHECKED BY :-	BUT
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DESIGNED BY:	CLB
DRAWN BY:	MC

DATE:	JUNE 2023
DESIGNED BY:	CLB

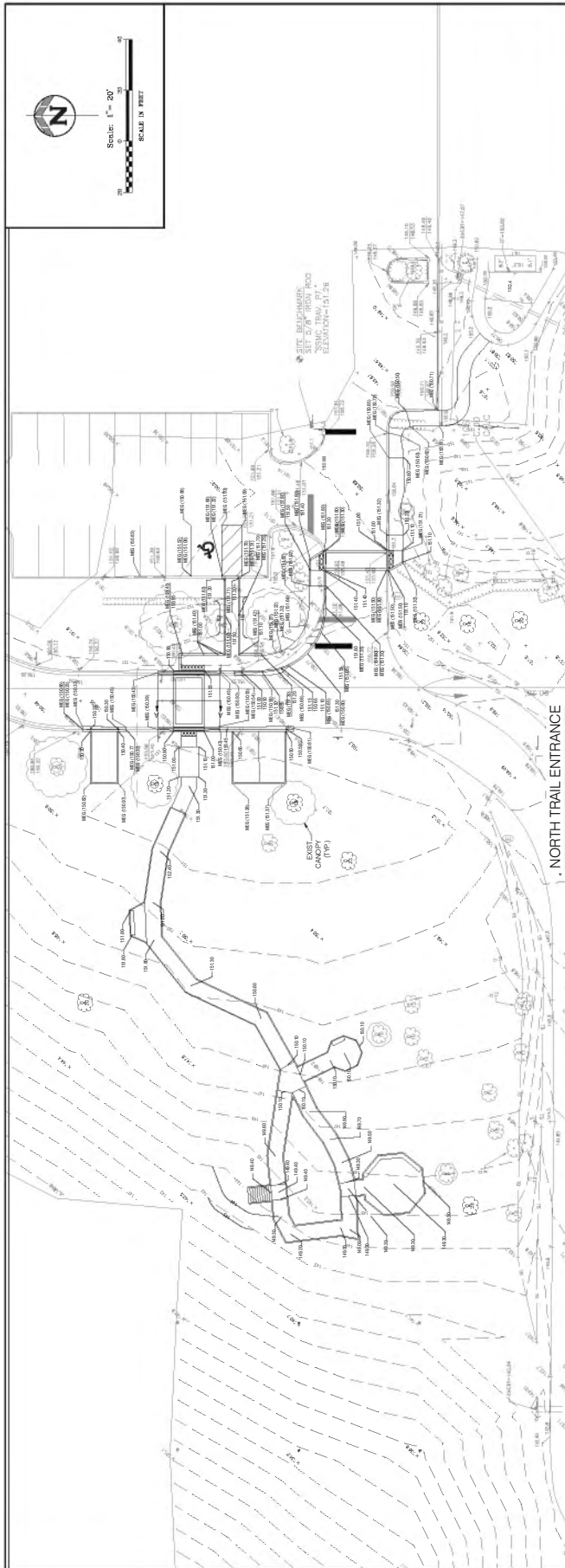
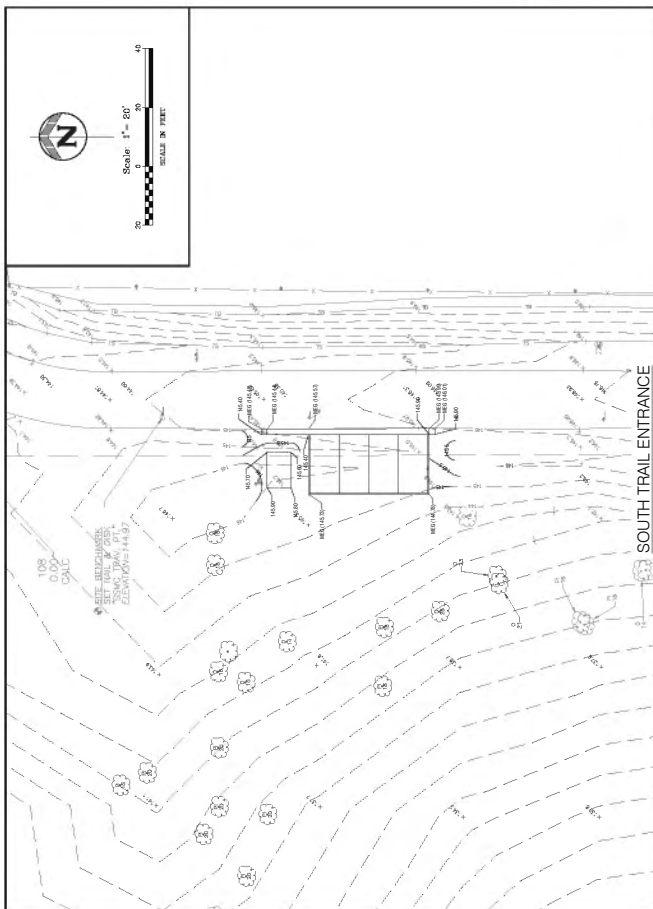
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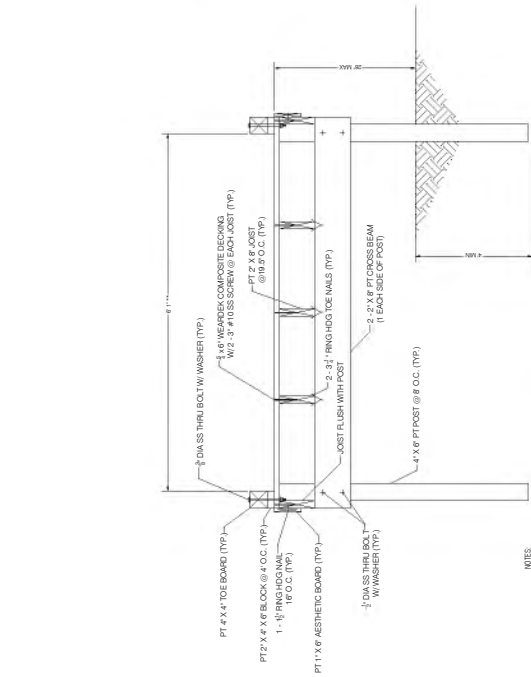
GRADING PLAN

**FOREST
PRESERVE**

MOUNT DORA, FLORIDA

[illegible]

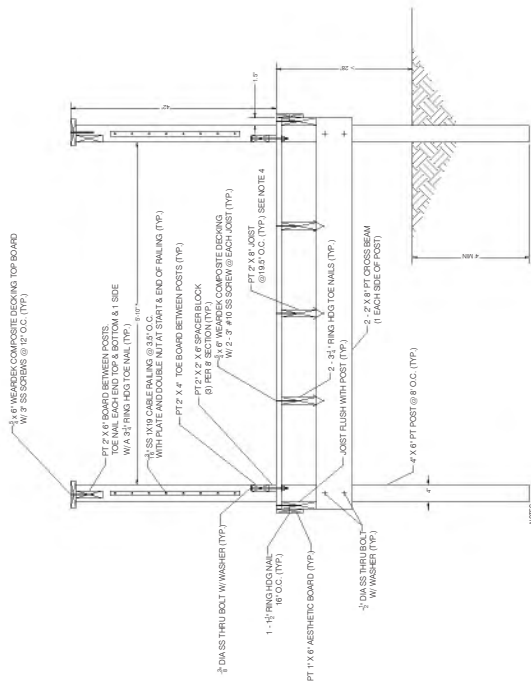




- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESURE TREATED PT. COA 4.0.
 2. DESIGN LOAD 100 PSF (AC LOAD) - 100 PSF DEAD LOAD DEFLECTION 1/800.
 3. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.
 4. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.

BOARDWALK W/ TOE BOARD

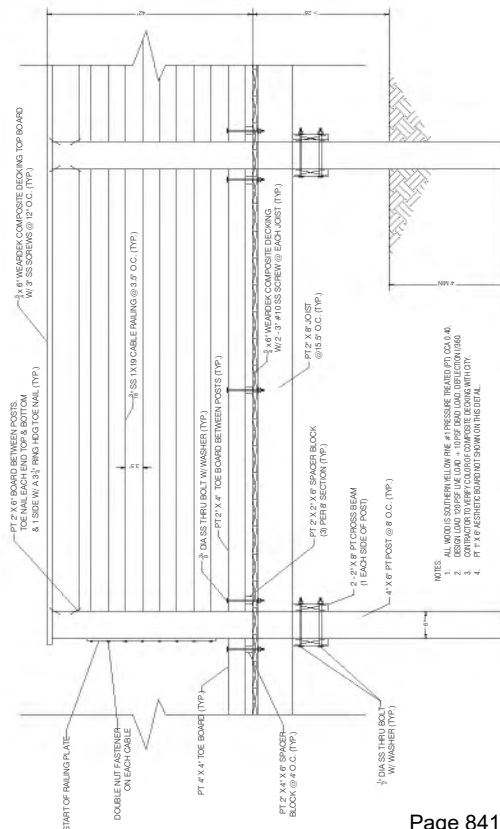
N.T.S.



- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESURE TREATED PT. COA 4.0.
 2. DESIGN LOAD 100 PSF (AC LOAD) - 100 PSF DEAD LOAD DEFLECTION 1/800.
 3. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.
 4. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.

BOARDWALK W/ GUARDRAIL

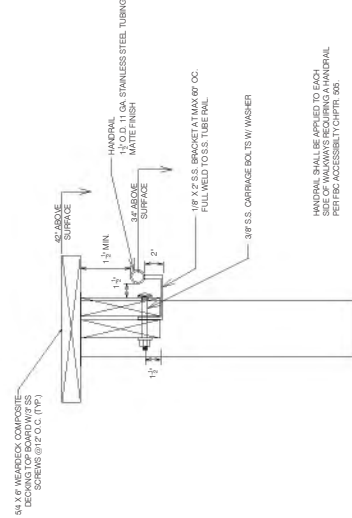
N.T.S.



- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESURE TREATED PT. COA 4.0.
 2. DESIGN LOAD 100 PSF (AC LOAD) - 100 PSF DEAD LOAD DEFLECTION 1/800.
 3. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.
 4. CONTRACTOR TO VERIFY LOADS FOR COMPOSITE BOARDING WITH CITY.

GUARDRAIL CENTER SECTION

N.T.S.



- NOTES:
1. HANDRAIL SHALL BE APPLIED TO EACH SIDE OF WALKWAYS REQUIRING A HANDRAIL PER THE ACCESSIBILITY CHAPTER 100.

HANDRAIL DETAIL

N.T.S.

DATE	JUNE 2023
DESIGNED BY	DOR
DRAWN BY	MC
CHECKED BY	BT
NO. NO.	044712.117
FILE NAME	FOREST PRESERVE
SHEET 06	

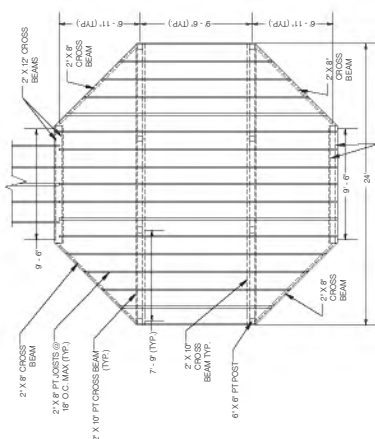
BOARDWALK DETAILS
FOREST PRESERVE
MOUNT DORA, FLORIDA



CERTIFICATE OF AUTHORIZATION NUMBER: 33390
half
500 NORTH BRICKMAN AVE
TALLAHASSEE, FLORIDA 32302
TEL: (904) 243-6881

DATE: JUNE 2023
DESIGNED BY: DOR
DRAWN BY: MC
CHECKED BY: BT
NO. NO.: 044712.117
FILE NAME: FOREST PRESERVE

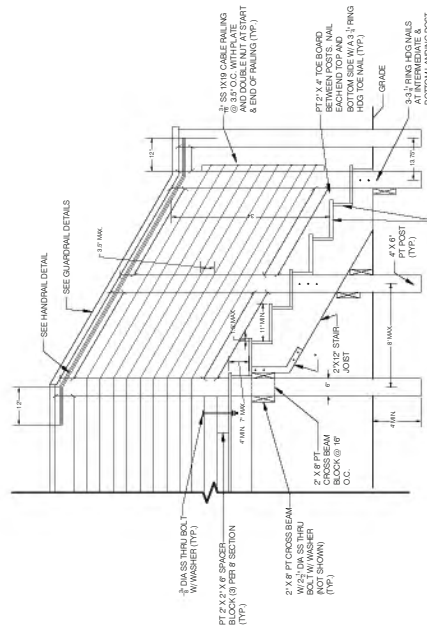




- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESSURE TREATED (PT/CCA 0.4).
 2. DESIGN LOAD 80 PSF LIVE LOAD + 10 PSF DEAD LOAD. DEFLECTION 1/360.
 3. BIG PAVILION TO BE CONSTRUCTED WITH GUARDRAIL AT THE PERIMETER. SEE GUARDRAIL DETAILS.

BIG PAVILION STRUCTURAL LAYOUT

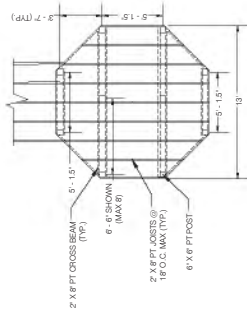
N.T.S.



- NOTES**
- 1. ALL STEPS SHALL HAVE UNDERMINED HEIGHTS & TREAD DEPTHS.
 - 2. SEE RAMP/WALK W/ GUARDRAIL DETAIL FOR SPACING OF STAIR ROSTERS.
 - 3. ACTUAL # OF STAIRS NEEDED MAY VARY FROM TYPICAL.
 - 4. * SHIMSON STRONG TIE LOGICLESS ANCHORAGE: SPINNER CONNECTION W/ 1" RING-HOOK HAILS.
 - 5. * SHIMSON STRONG TIE LOGICLESS ANCHORAGE: SPINNER CONNECTION W/ 1" RING-HOOK HAILS.
 - 6. SEE GUARDRAIL DETAIL FOR FASTENERS, CALLING OUT SPECIFICATIONS & STAIR ROSTER SPACING. DISPOSITION: THE DECK BOARD FASTENERS FOR THE STAIRWAY ARE SHOWN ON THE STAIR DETAIL.

STAIR DETAIL

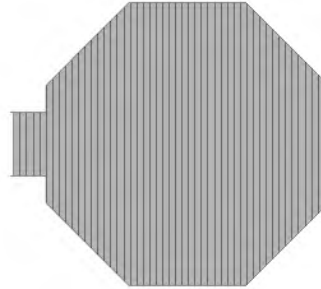
N.T.S.



- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESSURE TREATED (PT) CCA 0.40.
 2. DESIGN LOAD 60 PSF LIVE LOAD + 10 PSF DEAD LOAD. DEFLECTION (360).
 3. LITTLE PAVILION TO BE CONSTRUCTED WITH TOE BOARD AT THE PERIMETER. SEE TOE BOARD DETAIL.

LITTLE PAVILION STRUCTURAL LAYOUT

N.T.S.



- NOTES:
1. ALL WOOD IS SOUTHERN YELLOW PINE #1 PRESSURE TREATED (PT) CCA 0.40.
 2. DESIGN LOAD 60 PSF LIVE LOAD + 10 PSF DEAD LOAD. DEFLECTION L/360.

BIG & LITTLE PAVILION
COMPOSITE DECKING LAYOUT

N.T.S.

	W	
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///	S	...
INVESTOR		DATE

**MOUNT DORA, FLORIDA
FOREST
PRESERVE**

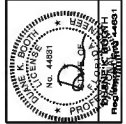


half

502 NORTH SHILOH AVE.
TAVARES, FLORIDA 32778
TEL. (352) 243-4441

CERTIFICATE OF AUTHORIZATION NUMBER: 33360

DATE:	JUNE 2023
DESIGNED BY:	DKB
DRAWN BY:	MC
CHECKED BY:	BUT
JOB NO.:	044712112
FILE NAME:	FOREST PRES.
Sheet 07	



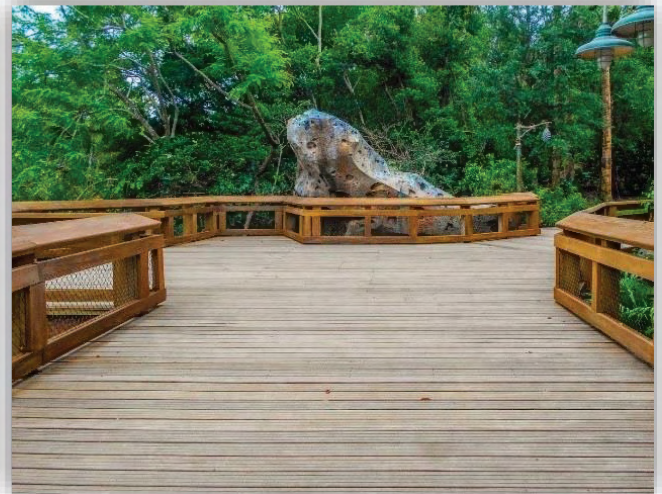
ATTACHMENT #2

Forest Preserve

Features

Elevated Boardwalk

- 375 linear feet of elevated boardwalk, for a trail loop that connects with dirt trail on western end
 - 181' will have toe rail only
 - 194' will have 42" high guardrail due to elevation
 - Composite deckboard and bench seating
 - Two open areas connected to boardwalk, with bench seating and stainless steel cable railing



Entry Structure, Parking and Crosswalks

- Cedar framing, multi-rib metal roofing on two identical 8' x 12' entry structures
- Permeable parking with traffic-rated composite grid and gravel infill (3 at north entry, 4 at south entry)
- Brick inlay at two pedestrian crosswalks, one on 20th Avenue and one in library parking lot



ATTACHMENT #3

Forest Preserve

Signage

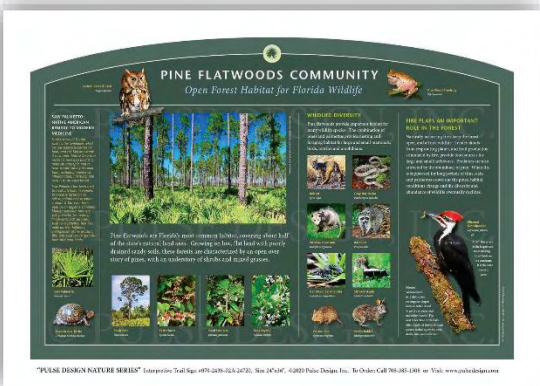
1. **Streetside** One at each entry, city colors and city logo



2. **Map** One at each entry, includes points of interest, boardwalk trail and dirt trail routes, FRDAP funding



3. **Ecosystem** One at each entry, includes flora and fauna species, seasonal information, original ecosystem traits



4. **Wayfinding** 10-15 signs directing foot traffic to stay on the trail, away from Suzanne Drive, no parking at the lift station, area under restoration, etc.



5. **Trailside** 30-40 species, QR code that links to Florida Native Plant Society's database, will be managed by the season



6. **Rules** One at each entry, hours of operation, staying on the trail, trash, hours of operation, no bicycles, noise ordinance, etc.



ATTACHMENT #4 Forest Preserve

Wonder Walk

Forest Preserve will contain two story walks, with both hardware and content wholly sponsored by the Friends of the Library.

Children's Story Walk

- 5' wide boardwalk approximately 200 yards long
- 20 sign holders installed
- New children's picture book installed each month



Adult Story Walk

- One-mile dirt loop trail
- 5 sign holders installed
- New art, prose and poetry installed quarterly



FOREST PRESERVE

Mount Dora, Florida 2024 Calendar

April

Saturday, April 13 @ 2 PM
Saturday, April 27 @ 8: AM
Sunday, April 28 @ 2 PM
Tuesday, April 16 @ 10:30

Guided Walk with a Naturalist: Welcome to Your Forest!
Workday – Coral Ardisia Removal
Poetry Contest & Walk with Lake County Poet Laureate
Story Birds Story Time – Forest activity afterwards

May – June – July – August

2nd Saturday at 8:30 AM
Last Saturday at 8:30 AM

Guided Walk with a Naturalist
Workday – Coral Ardisia Removal

September

Thursday, Sept. 12 @ 2 PM
Tuesday, Sept. 24 @ 10:30
Saturday, Sept. 28 @ 8 AM

Guided Walk with Florida Fish & Wildlife: Florida Black Bear
Story Birds Story Time – Forest activity afterwards
Workday – Coral Ardisia Removal

October

Sunday, Oct. 6 @ 2 PM
Sunday, Oct. 13 @ 2 PM
Saturday, Oct. 19 @ 2 PM
Saturday, Oct. 26 @ 8 AM
Tuesday, Oct. 29 @ 10:30

Nature Book Club: *Forest Bathing*, Qing Li
Guided Walk: Lichens with Laurel Kaminsky
Family Forest School: What's Under (& Over) that Log?
Workday – Coral Ardisia Removal
Story Birds Story Time – Forest activity afterwards

November

Saturday, Nov. 8 @ 2 PM
Saturday, Nov. 16 @ 2 PM
Tuesday, Nov. 19 @ 10:30
Saturday, Nov. 29 @ 8 AM

Guided Walk with a Naturalist: The Magic of Oaks
Family Forest School: Build a Fort!
Story Birds Story Time – Forest activity afterwards
Workday – Coral Ardisia Removal

December

Saturday, Dec. 14 @ 2 PM
Tuesday, Dec. 19 @ 10:30

Guided Walk with a Naturalist: Berries in the Forest
Story Birds Story Time – Forest activity afterwards



CITY OF
MOUNT
DORA

W.T. BLAND PUBLIC LIBRARY

December 19, 2023 City Council Regular Session Agenda Packet

W.T. Bland Public Library

1995 N. Donnelly, Mount Dora, FL 32757

library@cityofmoundora.com (352) 735-7180 (option 5)

Page 847 of 924



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of 2024 City Council Regular Session Meeting Dates

Introduction:

This is a request for Council to approve the 2024 dates for City Council Regular Session meetings.

Discussion:

The proposed City Council Regular Session meeting dates are as follows:

Tuesday, January 2, 2024
Tuesday, January 16, 2024
Tuesday, February 6, 2024
Tuesday, February 20, 2024
Tuesday, March 5, 2024
Tuesday, March 19, 2024
Tuesday, April 2, 2024
Tuesday, April 16, 2024
Tuesday, May 7, 2024
Tuesday, May 21, 2024
Tuesday, June 4, 2024
Tuesday, June 18, 2024
Tuesday, July 2, 2024
Tuesday, July 16, 2024
Tuesday, August 6, 2024
Tuesday, August 20, 2024
Tuesday, September 3, 2024
Tuesday, September 17, 2024
Tuesday, October 1, 2024
Tuesday, October 15, 2024
Tuesday, November 19, 2024
Tuesday, December 3, 2024
Tuesday, December 17, 2024

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve meeting dates for 2024.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 12/14/2023



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-62** (CRA), Amendment 1 to CRA Interlocal Agreement Between the City of Mount Dora and the Mount Dora Community Redevelopment Agency

Introduction:

This is a request for the City Council to adopt Resolution No. 2023-62, Amendment 1 to Interlocal Agreement Between the City of Mount Dora and the Mount Dora Community Redevelopment Agency.

Discussion:

This is an update to the Interlocal Agreement to add Community Policing to the agreement. The Interlocal Agreement outlines the duties and responsibilities of the City and the CRA, and defines the uses of the CRA funds. Resolution No. 2017-81 (CRA), Interlocal Agreement City of Mount Dora and Northeast CRA Board was originally approved on July 20, 2017. This amendment to the Interlocal Agreement officially adds Community Policing for consistency with the Redevelopment Plan. The agreement was approved by the CRA Governing Board on December 5, 2023.

Budget Impact:

N/A

Strategic Impact:

Economic Development, Redevelopment and Quality of Life.

Recommendation:

City Council adopt Resolution No. 2023-62, Amendment 1 to Interlocal Agreement Between the City of Mount Dora and the Mount Dora Community Redevelopment Agency.

Attachment(s):

1. Resolution 2023-62 City (ILA with CRA) with CRA Signed Amendment

Prepared by:	Jeanann Hand, City Clerk	Approved - 12/7/2023
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 12/7/2023
	Vince Sandersfeld, Planning and Development Director	Approved - 12/11/2023
	Aneta Barton, Budget Director	Approved - 12/13/2023
	City Attorney, City Attorney	Approved - 12/13/2023
	Jeanann Hand, City Clerk	Final Approval - 12/13/2023
	Patrick Comiskey, City Manager	

RESOLUTION NO. 2023-62 (CITY)

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2017, the City of Mount Dora (the "City") and the Community Redevelopment Agency of the City of Mount Dora, (the "CRA") entered into an Interlocal Agreement, pursuant to City Resolution No. 2017-80 and CRA Resolution No. 2017-81, as well as Chapter 163, *Florida Statutes*, to acknowledge the independence and interdependence of the two (2) distinct organizations, and to clearly articulate the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the City and the CRA coordinate expenditures under the CRA budget with the City's budgetary processes and clarifies how CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the City and the CRA desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall provide innovative Community Policing Programs, as provided for in the CRA Plan, within the boundary of the CRA in collaboration with the CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the City of Mount Dora finds that this amendment serves a valid public purpose and is consistent with the CRA Plan, Section 2.4.2.

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

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the City as if set forth fully herein. The City has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of Amendment to Interlocal Agreement. The City Council approves the amendment to the Interlocal Agreement with the City of Mount Dora Community Redevelopment Agency as provided in Exhibit 1 hereto.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the Amendment provided in Exhibit 1.

SECTION 4. Implementing Actions. The City Council authorizes the Mayor, the City Manager and the City Attorney to take such actions as they may deem necessary and appropriate in

order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings. All prior actions of the City relative to the Community Redevelopment Agency, and any and all associated or related matters, are hereby ratified and affirmed.

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

SECTION 7. 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/or the City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

PASSED AND ADOPTED this 19th day of December 2023.

CRISSY STILE, MAYOR
City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney

**FIRST AMENDMENT TO INTERGOVERNMENTAL/INTERAGENCY AGREEMENT
BETWEEN THE CITY OF MOUNT DORA AND THE COMMUNITY
REDEVELOPMENT AGENCY
RELATING TO CRA OPERATIONS AND FUNDING OF PROJECTS**

THIS IS A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT between the City of Mount Dora (the “City”), a Florida municipal corporation, and the Community Redevelopment Agency of the City of Mount Dora (the “CRA”), a Florida dependent special district, relating to the CRA’s operations and funding of projects.

WITNESSETH

WHEREAS, Section 163.01, *Florida Statutes*, provides that local government units may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other local government units on a basis of mutual advantage; and

WHEREAS, the parties entered into an Interlocal Agreement on June 20, 2017, whereby they acknowledge their independence and interdependence, and provided for the use of shared recourses and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the CRA and the City coordinate expenditures under the CRA budget with the City’s budgetary processes and clarifies how CRA tax increment funds (sometimes herein referred to as “TIF”) may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the CRA and the City desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall undertake innovative Community Policing Programs, as provided for in the CRA Plan, within the boundary of the CRA in collaboration with the CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the parties have determine that it is in the best interests of the residents of the City and the CRA to enter into this first amendment of the Interlocal Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Legislative Finding of Fact. The foregoing recitals are hereby fully adopted and incorporated herein.

Section 2. Amendment. Section 3 of the Interlocal Agreement shall be amended to read as follows, with underlines represented added text to the Interlocal Agreement:

H. . . .

I. The City of Mount Dora Police Department shall provide innovative Community

Policing Programs within the boundaries of the CRA in collaboration with the Community Redevelopment Executive Director and/or Manager and community leaders.

Section 3. Other Provisions. All other provisions of the original Interlocal Agreement shall remain in full force and effect unless otherwise amended by the parties in writing.

IN WITNESS WHEREOF, the parties have signed this First Amendment to the Interlocal Agreement on the respective dates under each signature, all at duly noticed public meetings: City of Mount Dora, through its City Council, and the Community Redevelopment Agency of the City of Mount Dora, through its Board.

[SIGNATURES ON THE FOLLOWING PAGES]

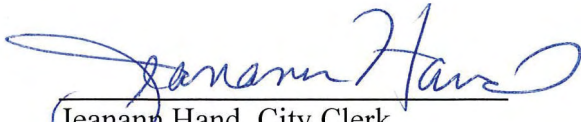
**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF MOUNT DORA**

Date: 12/5/23



CRISSY STILE
Chair of CRA Board

ATTEST:



Jeanann Hand, City Clerk

Approved as to form and legality.



Patrick Brackins, City Attorney

CITY OF MOUNT DORA

Date: _____

CRISSY STILE
Mayor, City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-63**, Amendment 1 to the Interlocal Agreement Between the City of Mount Dora and the Mount Dora North East Community Redevelopment Agency

Introduction:

This is a request for City Council to adopt Resolution No. 2023-63, Amendment 1 to the Interlocal Agreement Between the City of Mount Dora and the Mount Dora North East Community Redevelopment Agency.

Discussion:

This is an update to the Interlocal Agreement to add Community Policing to the agreement. The Interlocal Agreement outlines the duties and responsibilities of the City and the Northeast CRA, and defines the uses of the Northeast CRA funds. Resolution No. 2017-79 (Northeast-CRA), Interlocal Agreement City of Mount Dora and Northeast CRA Board was originally approved on July 20, 2017. This amendment to the Interlocal Agreement officially adds Community Policing to the agreement for consistency with the Redevelopment Plan. The agreement was approved by the NE-CRA Governing Board on December 5, 2023.

Budget Impact:

N/A

Strategic Impact:

Economic Development, Redevelopment and Quality of Life.

Recommendation:

City Council adopt Resolution No. 2023-63, Amendment 1 to the Interlocal Agreement Between the City of Mount Dora and the Mount Dora North East Community Redevelopment Agency.

Attachment(s):

1. Resolution 2023-63 City (ILA with NE-CRA)

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Adam Sumner, CRA Administrator
Vince Sandersfeld, Planning and Development Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/7/2023

Approved - 12/7/2023

Approved - 12/11/2023

Approved - 12/13/2023

Approved - 12/13/2023

Final Approval - 12/13/2023

RESOLUTION NO. 2023-63 (CITY)

A RESOLUTION OF THE CITY OF MOUNT DORA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2017, the City of Mount Dora (the "City") and the Northeast Community Redevelopment Agency (hereinafter sometime referred to as "CRA" or "NE-CRA") entered into an Interlocal Agreement, pursuant to City Resolution No. 2017-78 and NE-CRA Resolution No. 2017-79, as well as Chapter 163, *Florida Statutes*, to acknowledge the independence and interdependence of the two (2) distinct organizations, and to clearly articulate the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the City and the NE-CRA coordinate expenditures under the NE-CRA budget with the City's budgetary processes and clarifies how NE-CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the City and the NE-CRA desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall provide innovative Community Policing Programs, as provided for in the NE-CRA Plan, within the boundary of the NE-CRA in collaboration with the NE-CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the City finds that this amendment serves a valid public purpose and is consistent with the NE-CRA Plan, Section 2.4.2.

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

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the City as if set forth fully herein. The City has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of Amendment to Interlocal Agreement. The City Council approves the amendment to the Interlocal Agreement with the City of Mount Dora NE-CRA as provided in Exhibit 1 hereto.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the Amendment to the Interlocal Agreement provided in Exhibit 1.

SECTION 4. Implementing Actions. The City Manager and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings. All prior actions of the City relative to the NE-CRA, and any and all associated or related matters, are hereby ratified and affirmed.

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

SECTION 7. 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/or City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

PASSED AND ADOPTED this 19th day of December 2023.

CRISSY STILE, MAYOR
City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

**FIRST AMENDMENT TO INTERGOVERNMENTAL/INTERAGENCY
AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
RELATING TO NORTHEAST CRA OPERATIONS AND FUNDING OF
PROJECTS**

THIS IS A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT between the City of Mount Dora (the “City”), a Florida municipal corporation, and the Northeast Community Redevelopment Agency of the City of Mount Dora (the “NE-CRA”), a Florida dependent special district, relating to the NE-CRA’s operations and funding of projects.

WITNESSETH

WHEREAS, Section 163.01, *Florida Statutes*, provides that local government units may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other local government units on a basis of mutual advantage; and

WHEREAS, the parties entered into an Interlocal Agreement on June 20, 2017, whereby they acknowledge their independence and interdependence, and provided for the use of shared recourses and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the NE-CRA and the City coordinate expenditures under the CRA budget with the City’s budgetary processes and clarifies how CRA tax increment funds (sometimes herein referred to as “TIF”) may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the NE-CRA and the City desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall undertake innovative Community Policing Programs, as provided for in the NE-CRA Plan, within the boundary of the NE-CRA in collaboration with the NE-CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the parties have determine that it is in the best interests of the residents of the City and the NE-CRA to enter into this first amendment of the Interlocal Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Legislative Finding of Fact. The foregoing recitals are hereby fully adopted and incorporated herein.

Section 2. Amendment. Section 3 of the Interlocal Agreement shall be amended to read as follows, with underlines represented added text to the Interlocal Agreement:

H. . . .

I. The City of Mount Dora Police Department shall provide innovative Community

Policing Programs within the boundaries of the Northeast CRA in collaboration with the Community Redevelopment Executive Director and/or Manager and community leaders.

Section 3. Other Provisions. All other provisions of the original Interlocal Agreement shall remain in full force and effect unless otherwise amended by the parties in writing.

IN WITNESS WHEREOF, the parties have signed this First Amendment to the Interlocal Agreement on the respective dates under each signature, all at duly noticed public meetings: City of Mount Dora, through its City Council, and the Northeast Community Redevelopment Agency of the City of Mount Dora, through its Board.

[SIGNATURES ON THE FOLLOWING PAGES]

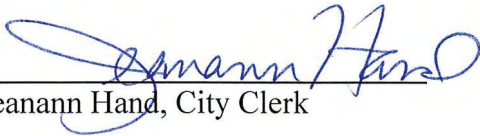
**NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF MOUNT DORA**

Date: 12/15/23



CRISSY STILE
Chair of Northeast CRA Board

ATTEST:



Jeanann Hand, City Clerk

Approved as to form and legality.



Patrick Brackins, City Attorney

CITY OF MOUNT DORA

Date: _____

CRISSY STILE
Mayor, City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution 2023-58**, Approving the Master Fee Schedule

Introduction:

This is a request for City Council to approve Resolution No. 2023-58, Master Fee Schedule Updates.

Discussion:

Resolution No. 2023-58 includes Exhibit "A" which lists the existing fees and all updates. City fees are actual pass-through costs for various City services, programs, development applications, permits, library services, etc.

The City uses a "Master Fee" Schedule to establish fees for a variety of services. The current Master Fee Schedule was last adopted by Resolution 2023-18 on April 18, 2023. As such, the Master Fee Schedule now requires updating to ensure all fees are accurately capturing the cost to provide any specific service provided.

Budget Impact:

This fee schedule will set the rates by which certain City revenues are generated to cover the operational costs required to provide those services and/or programs.

Strategic Impact:

This action memorializes all of the various ordinances and resolutions establishing (and/or amending) the various fees. Service and program fees are consistent with the fiscal strategic goals of the City.

Recommendation:

City Council approve Resolution No. 2023-58, approving the Master Fee Schedule.

Attachment(s):

1. Resolution 2023-58 Master Fee Schedule

2. Reso 2023-58 Exhibit A

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director

Rita Meade, Finance Director

Jeanann Hand, City Clerk

City Attorney, City Attorney

Patrick Comiskey, City Manager

Approved - 12/11/2023

Approved - 12/11/2023

Approved - 12/11/2023

Approved - 12/13/2023

Final Approval - 12/13/2023

RESOLUTION NO. 2023-58

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING 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, City's budget and financial policies require that to the extent possible and reasonable, City services should be supported by fees and charges in order to provide maximum flexibility in the use of general City taxes to provide for a broader public benefit; and

WHEREAS, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of City programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the City processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the City; and

WHEREAS, the City adopted its current Master Fee Schedule on April 18, 2023, under Resolution No.: 2023-18; and

WHEREAS, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the City; and

WHEREAS, the City has determined that all of the fees set forth hereafter are equitable and necessary for the program, service of function supported by the same; and

WHEREAS, the City finds that all conditions precedent and notices required by Florida law, which are necessary to accomplish the actions taken herein have been appropriately implemented.

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

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

SECTION 2. Repeal of Prior Fee Schedule Resolution. City of Mount Dora Resolution No.: 2023-18 is hereby repealed in its entirety.

SECTION 3. Adoption of Master Fee Schedule.

A. The schedule of all City collected fees attached hereto as **Exhibit “A”** is hereby approved and adopted for implementation (“Fee Schedule”).

B. The City of Mount Dora and the Departments thereof shall be exempt from the payment of any applicable fees established by the Fee Schedule adopted hereunder, excluding building permit fees, impact fees and/or any other applicable fees as required by Florida law.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney

Exhibit “A”
Master Fee Schedule

Exhibit "A"

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Miscellaneous	CURRENT
Account Setup Fee - Residential & Non-Residential Accounts	\$30.00
Hydrant & Temporary Meter Account Setup Fee (Water)	\$75.00
Credit for signing up for Auto Draft & Ebill - New & Existing Accounts	-\$25.00
Late fee Penalty (3 Days past due)	
The 3% late fee will be added to accounts on the day after the due date plus 3 days from the invoice.	
Staff may waive late fee penalty charge once in a twelve month period if requested by the customer.	\$0.03
Reconnection Charge (Business Hours) added to account when payment is not received by 5:00pm thr day before the cutoff date.	\$45.00
Reconnection Charge (After Hours till 9 p.m.)	\$110.00
Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)	\$250.00
Lock and Pull Meters	\$38.00
Accounts that are not paid 5 to 7 business days after it has been turned off for non-payment, the City will either lock or pull those meters and an additional \$30.00 service fee will be charged to the account. All past due fees and service fees will need to be paid in full before service is restored. This fee is non-waivable and applies to each meter.	
Water Meter Tampering (Unauthorized access to meters or systems) + cost	
1st Offense	\$75.00
2nd Offense	\$150.00
3rd and subsequent tampering	\$250.00
Electric Meter Tampering (Unauthorized access to meters or systems) + cost	\$250.00
Lien File Fees	\$20.00
Lien Research Fee - Standard three (3) business days	\$30.00
Lien Research Fee - Expedited one (1) business day	\$50.00
Meter test charge if equipment determined defective	\$55.00
Meter test charge if equipment determined NOT defective	\$165.00
Regular Backflow Monitor and Test	\$4.17
Fire Backflow Monitor and Test	\$9.17
Manual Read - monthly required charge for all temporary Hydrant meters	\$6.50
Disconnection Charge - if required by Ordinance not related to a delinquent account	\$30.00
Garage Sale Permits	\$5.00
Garage Sale Permits - Online	Free
Storage Fee - related to any item abandoned, found and/or located on City right-of-way or easement and stored by the City (doesn't not include forfeiture / impoundment fees) per day	\$10.00
Digital Meter Opt-Out - non-refundable enrollment fee	\$95.00
Digital Meter Opt-Out - monthly manual meter reading fee	\$13.00
The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-EI	
Deposits	
1. RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER: IF CREDIT IS ACCEPTABLE - NO DEPOSIT REQUIRED	
2. MULTI FAMILY & NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL	
ROUNDED UP TO THE NEAREST FIFTY DOLLAR INCREMENT FOR ALL REQUIRED UTILITIES.	
3. ALL DEPOSITS ARE HELD IN A NON INTEREST BEARING ACCOUNT - THEREFORE NO INTEREST PAID ON ANY DEPOSITS HELD	
4. RESIDENTIAL DEPOSITS MAY BE REFUNDED IF NO DELINQUENCY WITHIN A 24 MONTH PERIOD	
5. IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN	
A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED BELOW.	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Water		CURRENT
Residential		\$40.00
Temporary Hydrant Meter		\$1,500.00
Wastewater		
Residential		\$75.00
Irrigation		
Residential		\$60.00
Reclaimed Water		
Residential		\$60.00
Sanitation		
Residential		\$25.00
Electric		
Residential		\$240.00
Temporary Electric Meter		\$250.00
UTILITY PAYMENT PLANS		
At the discretion of the City a payment plan may be established for accounts that are currently disconnected or have a past due balance greater than three hundred dollars (\$300.00). The monthly payment plan shall be for a period equal to the number of months in arrears but at no time longer than six months and will be in addition to the normal monthly utility bill. There will be no waiver/reduction of the accrued late fees and delinquency charges and an additional administration fee of \$30.00 will be charged for setting up and administering the payment plan. Upon establishment of the payment plan, agreement by the customer and receipt of the first payment then service can be restored. If a customer fails to complete the payment plan in full, the City shall be entitled to take all legal action permissible, including but not limited to, delivering the underlying utility lien to the county court for enforcement and/or forwarding this matter to a collection agency to secure payment. No more than one payment plan per rolling 12 month period.		
WATER METERS INSTALLATION		CURRENT
¾ inch		\$414.40
1 inch		\$466.20
1 ½ inch		\$802.90
2 inch		\$906.50
4 inch		Cost + 10%
6 inch		Cost + 10%
Upgrades		Cost + 10%
UTILITY RATES - ALL RATE CLASSES - INSIDE CITY		
Water		CURRENT
Availability Per Unit (not metered) - monthly		\$12.77
Availability Per Unit (metered) - monthly		\$8.93
0 to 8,977 (per gallon) of Consumption		\$0.0022272
8,977 - 17,953 (per gallon) of Consumption		\$0.0044543
17,953 - 26,930 (per gallon) of Consumption		\$0.0066815
26,930 and up (per gallon) of Consumption		\$0.0089086
Sewer		CURRENT
Availability Per Unit (not metered) - monthly		\$39.07
Availability Per Unit (metered) - monthly		\$27.37
All Consumption per gallon		\$0.0079878
- Residential Caps at 8,977 if no other meter		
- Commercial has no caps on consumption		
Irrigation		CURRENT
Availability Per Unit (not metered) - monthly		\$12.77
0 to 17,953 (per gallon) of Consumption		\$0.0044543
17,953 - 26,930 (per gallon) of Consumption		\$0.0066815
26,930 and Up (per gallon) of Consumption		\$0.0089086
Reclaimed Water		CURRENT
Availability Per Unit (not metered) - monthly		\$12.77
0 to 17,953 (per gallon) of Consumption		\$0.0006558
17,953 - 26,930 (per gallon) of Consumption		\$0.0009775
26,930 and Up (per gallon) of Consumption		\$0.0012992

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Stormwater	CURRENT
Stormwater fee - monthly	\$18.90

UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY	
Water	CURRENT
Availability Per Unit (not metered) - monthly	\$15.96
Availability Per Unit (metered) - monthly	\$11.17
0 to 8,977 (per gallon) of Consumption	\$0.0027885
8,977 - 17,953 (per gallon) of Consumption	\$0.0055661
17,953 - 26,930 (per gallon) of Consumption	\$0.0083545
26,930 and up (per gallon) of Consumption	\$0.0111321
Sewer	CURRENT
Availability Per Unit (not metered) - monthly	\$48.84
Availability Per Unit (metered) - monthly	\$34.21
All Consumption per gallon	\$0.0099847
- Residential Caps at 8,977 if no other meter	
- Commercial has no caps on consumption	
Irrigation	CURRENT
Availability Per Unit (not metered) - monthly	\$15.96
0 to 17,953 (per gallon) of Consumption	\$0.0055679
17,953 - 26,930 (per gallon) of Consumption	\$0.0083518
26,930 and Up (per gallon) of Consumption	\$0.0111358
Reclaimed Water	CURRENT
Availability Per Unit (not metered) - monthly	\$15.96
0 to 17,953 (per gallon) of Consumption	\$0.00081972
17,953 - 26,930 (per gallon) of Consumption	\$0.00122184
26,930 and Up (per gallon) of Consumption	\$0.00162397

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
SERVICE	DESCRIPTION	CURRENT
RESIDENTIAL FEES		
Sanitation - Recycling	SA-CANS RS/GN/MF	\$24.58
COMMERCIAL FEES		
1 Toter x1/wk(Cans)	SA-TOTER 1X1	\$30.82
1 Toter x2/wk	SA-TOTER 1X2	\$63.03
1 Toter x3/wk	SA-TOTER 1X3	\$95.22
2 Toter x1/wk	SA-TOTER 2X1	\$62.56
2 Toter x2/wk	SA-TOTER 2X2	\$126.98
2 Toter x5/wk	SA-TOTER 2X5	\$320.21
3 Toter x1/wk	SA-TOTER 3X1	\$94.31
3 Toter x2/wk	SA-TOTER 3X2	\$190.92
4 Toter x1/wk	SA-TOTER 4X1	\$125.53
7 Toter x1/wk	SA-TOTER 7X1	\$220.71
Shared dumpster 8 yard x1/wk	SA-SH2	\$71.70
Shared dumpster	SA-RTSU	\$118.88
Shared dumpster 4 yard x2/wk	SA-SH3	\$120.55
Shared dumpster 8 yard x2/wk	SA-SH1	\$142.21
Shared dumpster	SA-REST	\$343.63
Dumpster 2 yard x1/wk	SA- D 2X1	\$122.42
Dumpster 2 yard x2/wk	SA- D 2X2	\$240.23
Dumpster 2 yard x3/wk	SA- D 2X3	\$354.51
Dumpster 2 yard x4/wk	SA- D 2X4	\$444.04
Dumpster 2 yard x5/wk	SA- D 2X5	\$546.00
Dumpster 2 yard x6/wk	SA- D 2X6	\$633.82
Dumpster 3 yard x1/wk	SA- D 3X1	\$183.01
Dumpster 3 yard x2/wk	SA - D 3X2	\$365.09
Dumpster 3 yard x3/wk	SA - D 3X3	\$547.12
Dumpster 3 yard x4/wk	SA - D 3X4	\$729.11
Dumpster 3 yard x5/wk	SA - D 3X5	\$910.72
Dumpster 3 yard x6/wk	SA - D 3X6	\$1,093.22

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
Dumpster 4 yard x1/wk	SA - D 4X1	\$236.64
Dumpster 4 yard x2/wk	SA - D 4X2	\$465.28
Dumpster 4 yard x3/wk	SA - D 4X3	\$686.79
Dumpster 4 yard x4/wk	SA - D 4X4	\$887.17
Dumpster 4 yard x5/wk	SA - D 4X5	\$1,073.44
Dumpster 4 yard x6/wk	SA - D 4X6	\$1,245.52
DW- shared residential	SA- SHARED RS	\$28.61
DW- shared commercial	SA- SHARED GN	\$30.69
DW- restaurant A (1-49)	SA-RST1	\$84.81
DW- restaurant B (50-99)	SA-RST2	\$168.44
DW- restaurant C (over 100)	SA-RST3	\$335.76
Dumpster 6 yard x1/wk	SA - D 6X1	\$343.87
Dumpster 6 yard x2/wk	SA - D 6X2	\$676.16
Dumpster 6 yard x3/wk	SA - D 6X3	\$997.94
Dumpster 6 yard x4/wk	SA - D 6X4	\$1,309.02
Dumpster 6 yard x5/wk	SA - D 6X5	\$1,583.10
Dumpster 6 yard x6/wk	SA - D 6X6	\$1,835.92
Dumpster 8 yard x1/wk	SA - D 8X1	\$451.11
Dumpster 8 yard x2/wk	SA - D 8X2	\$901.23
Dumpster 8 yard x3/wk	SA - D 8X3	\$1,330.19
Dumpster 8 yard x4/wk	SA - D 8X4	\$1,745.01
Dumpster 8 yard x5/wk	SA - D 8X5	\$2,145.53
Dumpster 8 yard x6/wk	SA - D 8X6	\$2,526.71
Dumpster 10 yard x1/wk	SA - D 10X1	\$562.75
Dumpster 10 yard x2/wk	SA - D 10X2	\$1,124.51
Dumpster 10 yard x3/wk	SA - D 10X3	\$1,686.36
Dumpster 10 yard x4/wk	SA - D 10X4	\$2,248.09
Dumpster 10 yard x5/wk	SA - D 10X5	\$2,809.92
Dumpster 10 yard x6/wk	SA - D 10X6	\$3,371.65
Dumpster lock	SA-LOCK	\$11.88

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
Extra 2 yard pickup	SA-XTRA2PU	\$47.79
Extra 3 yard pickup	SA-XTRA3PU	\$63.08
Extra 4 yard pickup	SA-XTRA4PU	\$84.10
Extra 6 yard pickup	SA-XTRA6PU	\$126.10
Extra 8 yard pickup	SA-XTRA8PU	\$168.18
Extra 10 yard pickup	SA-XTRA10PU	\$210.20
1 Cart x2/wk	SA-CART1X2	\$38.84
2 Carts x2/wk	SA-CART2X2	\$77.69
4 Carts x2/wk	SA-CART4X2	\$155.34
Compactor 3 yard x4/wk	SA-CO 3X4	\$1,302.70
Compactor 4 yard x4/wk	SA-CO 4X4	\$1,782.34
Compactor 6 yard x2/wk	SA-CO 6X2	\$1,563.23
Compactor 6 yard x4/wk	SA-CO 6X4	\$2,656.18
Front Load Compaction Equipment		
4 cubic yard Vertipak or Similar	SA-Vertipak - 4	\$102.83
6 cubic yard Vertipak or Similar	SA-Vertipak - 6	\$150.34
8 cubic yard Vertipak or Similar	SA-Vertipak - 8	\$197.60
Roll offs are billed by Waste Management Directly*		
Roll off/Compactor 10 yard	SA-CO 10 - Load charge	\$206.95
Roll off/Compactor 20 yard	SA-CO 20 - Load charge	\$224.26
Roll off/Compactor 30 yard	SA-CO 30 - Load charge	\$258.74
Roll off/Compactor 40 yard	SA-CO 40 - Load charge	\$275.94
*Roll off fees above do not include disposal cost nor the \$40/ton deduction from Covanta.		
Roll off/Compactor 10 yard	Delivery Charge	\$104.69
Roll off/Compactor 20 yard	Delivery Charge	\$104.69
Roll off/Compactor 30 yard	Delivery Charge	\$121.42
Roll off/Compactor 40 yard	Delivery Charge	\$121.42
Roll off/Compactor 10 yard	Monthly Rental	\$104.69
Roll off/Compactor 20 yard	Monthly Rental	\$106.69
Roll off/Compactor 30 yard	Monthly Rental	\$121.42
Roll off/Compactor 40 yard	Monthly Rental	\$121.42

CITY OF MOUNT DORA CITY FEE SCHEDULE

Electric Department

ELECTRIC UTILITY RATES	
Miscellaneous Rates	Current
Private Area Light	
Install light on existing Pole	\$202.00
Install light on new wood Pole	\$517.00
Permanent Single Phase	\$100.00
Permanent Three Phase up to 200 amperes	\$400.00
Permanent Three Phase over 200 amperes	\$550.00
Overhead Service Drops	actual cost + 10%
All Other Overhead Service Drops,	actual cost + 10%
Underground Service	actual cost + 10%
Connection Charges	
Reconnection Charge if disconnected at pole + COST	\$175.00
Temporary - Electric Meter	\$100.00
Change over from one type of service to another	Subtract new service connection fee
Surge Protection one-time Installtion	\$40.00
Surge Protection monthly lease	\$7.50
Pole Attachment lease rate - cable	\$14.30
Pole Attachment lease rate - telecom	\$20.58
Electric Residential	Current
Customer Charge (per kw hour)	\$11.80
Energy Charge (per kw hour)	\$0.053150
Power Cost (per kw hour)	\$0.054700
Gross Receipts Tax (percentage)	2.563%
General Service - Non Demand	Current
Single Phase (per month)	\$11.80
Three Phase (per month)	\$26.57
Energy Charge (per kw hour)	\$0.00740000
General Service - Demand	Current
Customer Charge (per month)	\$26.57
Demand Charge (per kw hour-mo)	\$6.48
Energy Charge (per kw hour)	\$0.007400
Public Street & Highway Lighting Service	Current
175 Watt Mercury Vapor	\$12.79
100 Watt High Pressure Sodium	\$13.32
150 Watt High Pressure Sodium	\$11.05
Antique Lights - Highland Phase 1 & 2	\$13.32
Antique Lights - Community Development	\$14.21
400 Watt High Pressure Sodium - Palm Island	\$21.61
400 Watt High Pressure Sodium Cobra - Highway	\$25.19
400 Watt MH Shoebox - FBC/FBF	\$22.88
26 Watt FL Acorn	\$13.53
40 Watt FL Acorn	\$13.53
40 Watt LED Acorn - Corncob	\$10.39
55 Watt LED Acorn - Retrofit	\$12.12
66 Watt LED Acorn - Sternberg	\$20.91
110 Watt LED Cobra - Street	\$12.20
80 Watt LED Cobra - Street	\$10.17
Private Area Lighting Service	Current
100 Watt High Pressure Sodium	\$12.98
57 Watt LED Dusk to Dawn	\$10.93
Power Cost	Current
Power Cost Charge (per kwh)	\$0.054700
Note: Actual Cost charges are to include a 10% administrative fee.	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

***Lake County Impact Fees are subject to change with notification from the County.**

Building Services/Permitting	
COMMERCIAL & MULTI FAMILY PERMIT FEES	FEE SCHEDULE
Commercial and Multi-Family New Construction, or Additions	\$150.00 base fee; plus \$8.00 per \$1,000.00 or fraction thereof construction value.
Commercial and Multi-Family Alteration, In-ground Pools, or Spas	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Commercial and Multi-Family Sub-Contractors	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Commercial and Multi-Family Foundation Permit Fee <i>(All Impact Fees shall be paid prior to issuance of foundation permit.)</i>	\$150.00
Commercial and Multi-Family stand-alone permits. Permit involving more than one trade shall be grouped as commercial alteration or addition	
Commercial and Multi-Family stand-alone permits: Mechanical, roofing, electrical, gas plumbing and sign....	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Change in Use is considered a commercial alteration and the applicable fees shall apply.	
RESIDENTIAL (ONE & TWO FAMILY) PERMIT FEES	
One-Two Family Dwellings new construction, or additions (fee includes first plan review, first listed inspections and sub contractor fees)	ICC Value x sqft x 0.007
One-Two Family Dwellings Alterations or in ground pools	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value
One-Two Family Dwellings Sub-Contractors	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value
One-Two Family Dwellings Foundation Permit Fee	\$75.00 (includes sub-contractors listed)
**Residential stand-alone permits. Permit involving more than one trade shall be grouped as a One-Two Family Dwellings alteration or addition	
Plumbing, re-pipe, or upgrade (including water heater replacement)	\$50.00
Electrical, new service, or upgrade	\$50.00
AC and heating unit replacement or upgrade	\$50.00
Fences	\$50.00
Stucco	\$50.00
Siding	\$50.00
Soffit and fascia	\$50.00
Re-roofing	\$50.00
One-Two Family Dwelling Flagpole over 20 feet in height	\$50.00
Spa	\$75.00
Private above-ground pool	\$75.00
Windows and/or Doors	\$50.00
**NOTE: One-Two Family Dwelling Permits are also subject to the following: State of Florida Building Surcharge, Lien Law Fees, and Plan Review Fees	
DEMOLITION OR MOVING A STRUCTURE PERMIT	
Permits for demolition of building or structures	\$75/per structure
Moving a building or structure <i>(Additional permits shall be required for the foundation and reconnecting services to the building or structure.)</i>	\$150/per structure
WORK WITHOUT A PERMIT	
Issuance of permit after construction has commenced	\$150.00 or double amount or permit fee, whichever is greater
Release of Stop Work Order	\$250.00
UNSAFE STRUCTURES	
Release of Unsafe designation	\$250.00
RE-INSPECTION FEES	
Re-Inspection Fee	\$50.00
USE OF A PRIVATE PROVIDER	
Use of a Private Provider Inspection Service	Reduction in Permit Fees by 25%
Use of a Private Provider for Plan Review services	Reduction in Permit Fees by 25%
Use of a Private Provider for Plan Review and Inspection services	Reduction in Permit Fees by 50%
OTHER INSPECTIONS	
Inspections during other than normal business hours	\$55.00/hr with a three hour minimum
Inspections outside of enforcement of the Florida Building Code, including City Codes or Ordinances	\$55.00/hr billable at 10 Minute intervals
COMMERCIAL/MULTI FAMILY PLAN REVIEW	
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	50% of the Building Permit Fee
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee
Revision fee for Commercial & Multi-Family Plan Review	\$50.00 plus \$5.00 per page
Commercial and Multi-Family Fire Life Safety Plan Review	\$.05 cents per square foot
RESIDENTIAL PLAN REVIEW	
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	10% of the Building Permit Fee
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee
Revision fee for One & Two Family Dwellings	\$50.00 plus \$5.00 per page
Change of Model for One & Two Family Dwellings	10% of the permit fee
MASTER FILE FEES	
Master filing review and approval for: Single Family Residents/Swimming Pools/Screen Enclosures/Boat Docks/Sheds/Solar Panels/HVAC Tie-Downs/Pre-Engineered Fire Suppression Systems. Master filing is active until code change or plan change.	\$50.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

***Lake County Impact Fees are subject to change with notification from the County.**

REJECTION OF PLANS	
Rejection of the design documents based on Florida Building codes three or more times for failure to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80	4X the amount of the plans review fee assessed on the permit
Rejection of an inspection based on Florida Building codes three or more times for failure to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80	4X the amount of the re-inspection fee
PERMIT SERVICES	
Change of Primary Contractor	\$50.00
Change of Subcontractor	\$30.00
OTHER PERMIT RELATED FEES	
Temporary or conditional certificate of occupancy	\$110.00
Replacement of building permit card	\$5.00
Extension of Permit	\$50.00 or 10% of original permit fee whichever is greater.
PERMIT RENEWALS (ON EXPIRED PERMITS)	
No inspections conducted	100% of Original Fee
Slab inspection approved, slab poured	80% of Original Fee
Rough all inspections approved	50% of Original Fee
Insulation inspection approved	30% of Original Fee
Pending final inspection only	10% of Original Fee
MISCELLANEOUS	
Local Product Approval (per hour - 1 Hour Minimum)	\$65.00
Evaluation of Alternative Material and Methods (When required by the Building Official to be reviewed by a 3rd 1 hour minimum party the expenses, will be paid by applicant.)	\$65/hour with 1 hour minimum
Flood Determination Letter	\$50.00
State of Florida Building Surcharge	3.0% of Permit Fee/Min. Amount \$4.00
Lien Law Fee	\$5.00
Rental License & Inspection	\$80.00
Rental Re-Inspections	\$50.00
Administrative Charge for Processing of Lake County Impact Fees	\$100.00 or 3%, whichever is less
Notary for business other than Building Department business	\$5.00
Lien Search	\$25.00
Calculation of Occupant Load - existing buildings	\$100.00
Technology Fee per permit (Pass through fee)	\$5.00
FIRE INSPECTIONS, PLAN REVIEW AND PERMITTING (NEW CONSTRUCTION AND RENOVATIONS)	
FIRE INSPECTION FEES	
Fire Alarm Inspection	\$70.00 plus \$1.50 per device after six
Fire Sprinkler Inspection	\$70.00 plus \$1.50 per head after six
*Plus, (if applicable) Standpipe Inspection	\$50.00
*Plus, (if applicable) Fire Pump Inspection	\$50.00
*Plus, (if applicable) 24 hour air test	\$50.00
Underground Fire Inspection	\$70.00
Hood Inspection	\$70.00
Fire Suppression System Inspection	\$50.00
Commercial and Multi-Family (except one and two family dwellings) Fire Final (Life Safety Inspection) Inspection	\$50.00
Request for building or hydrant flow	\$50.00
The inspection of non-cooking vendors/booths less than 200 square feet vendor/booth individual area, that are entirely within a primary building, will be inspected as part of that building. Businesses with cooking facilities will be charged standard fire inspection fee. Additionally, in the event multiple businesses are registered as having the same physical address, the fire inspection fees shall be charged only to the property owner and not to each tenant.	
FIRE SYSTEMS PERMITS FEES	
Fire alarm, sprinkler, underground, suppression, hood, etc...	\$75.00 base fee; plus \$7.00 per \$1,000 or fraction thereof construction value
FIRE SYSTEMS PLAN REVIEW	
Fire alarm, sprinkler, underground, suppression, hood, etc	\$75.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

***Lake County Impact Fees are subject to change with notification from the County.**

IMPACT FEES					
WATER IMPACT FEES					
	Inside City	Outside City			
Single Family	\$ 1,340.00	\$ 1,675.00			
Duplex (1-2 Bedrooms)	\$ 1,116.22	\$ 1,395.28			
Duplex (3+ Bedrooms)	\$ 1,340.00	\$ 1,675.00			
Multi Family (1-2 Bedrooms)	\$ 1,116.22	\$ 1,395.28			
Multi Family (3+ Bedrooms)	\$ 1,340.00	\$ 1,675.00			
Mobile Home (1-2 Bedroom)	\$ 893.78	\$ 1,117.23			
Mobile Home (3+ Bedroom)	\$ 1,116.22	\$ 1,395.28			
Multifamily Apartment Assisted Living (per unit)	\$ 893.78	\$ 1,117.23			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$1,340.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					
SEWER IMPACT FEES					
	Inside City	Outside City			
Single Family	\$4,215.00	\$5,268.75			
Duplex (1-2 Bedrooms)	\$3,511.00	\$4,388.75			
Duplex (3+ Bedrooms)	\$4,215.00	\$5,268.75			
Multi Family (1-2 Bedrooms)	\$3,511.00	\$4,388.75			
Multi Family (3+ Bedrooms)	\$4,215.00	\$5,268.75			
Mobile Home (1-2 Bedroom)	\$2,811.40	\$3,514.25			
Mobile Home (3+ Bedroom)	\$3,511.10	\$4,388.88			
Multifamily Apartment Assisted Living (per unit)	\$2,811.40	\$3,514.25			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					
RECLAIMED WATER IMPACT FEES					
	Inside City	Outside City			
Single Family (400 GPD) - 0.12 acres	\$500.00	\$625.00			
Duplex 0.06 acres or less	\$250.00	\$312.50			
Multifamily Apartment Assisted Living	\$333.50	\$416.88			
Mobile Home - 0.10 acres or less	\$333.50	\$416.88			
Commercial - billed at 1ERU per 0.12 acres of greenspace/landscaping area	\$500.00	\$625.00			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					
CITY IMPACT FEES					
Residential	TOTAL	PARKS & RECS	PUBLIC LIBRARY	POLICE	FIRE/EMS
Single Family	\$5,055.38	\$2,814.64	\$1,498.41	\$298.52	\$443.81
Multi-Family	\$3,169.14	\$1,412.45	\$751.92	\$776.14	\$228.63
Non-Residential					
Commercial (per 1000 Sq Feet)	\$1,409.43	\$0.00	\$0.00	\$1,032.87	\$376.56
Office (per 1000 Sq Feet)	\$421.29	\$0.00	\$0.00	\$71.64	\$349.65
Institutional (per 1000 Sq Feet)	\$2,344.47	\$0.00	\$0.00	\$71.64	\$2,272.83
Industrial (per 1000 Sq Feet)	\$321.51	\$0.00	\$0.00	\$240.81	\$80.70
Warehouse (per 1000 Sq Feet)	\$283.62	\$0.00	\$0.00	\$256.72	\$26.90
*LAKE COUNTY IMPACT FEES					

Lake County Impact Fees for Transportation (Roads) and School are established by Lake County.
The City's Building Division during permitting collects these pass-through fees.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Planning & Development Department

Development Applications	
Annexation (Voluntary) Petition*:	
One single-family residence	\$500.00
All Others	\$2,000.00
*The City has an Annexation Incentive program that allows for these fees to be waived..	
As-Built Drawings:	
Projects 9.99 acres in land area or less	\$200.00
Projects 10.00 to 99.99 acres in land area	\$500.00
Projects greater than 100.00 acres in land area	\$750.00
Appeals (All Decisions)	\$200.00
Comprehensive Plan:	
Text Amendment	\$4,000.00
Future Land Use Large-Scale Map Amendment	\$4,000.00
Future Land Use Small-Scale Map Amendment	\$2,500.00
Concurrency Reviews	\$500.00
Conditional Use Permit	\$1,000.00
Development Agreements (Includes Amendments)	\$500.00
Development Plan (Final)	\$2,000.00
Duplex Division	\$500.00
Minor Subdivisions	\$1,500.00
Mural Permit	\$100.00
Outdoor Amplified Sound Permit	\$100.00
Plan and Plats:	
Preliminary Plat (Land Subdivision)	\$2,500.00
Final Plat	\$1,500.00
Final Construction Plan	\$2,500.00
Replat	\$1,500.00
Plan and Plat For Utilities (Outside City); Plus Pass-Through Fees listed herein	\$1,000.00
Planned Unit Development (PUD):	
Preliminary PUD	\$2,500.00
Final PUD	\$3,500.00
PUD Amendment	\$3,000.00
Rezoning to Mixed Use (MU-1 and MU-2 Zoning)	\$3,000.00
Rezoning All Classifications (Not PUD)	\$3,000.00
Site Plans:	
Site Plan Multi Family, Commercial, Office or Non-Residential	\$2,500.00
Minor Site Plan	\$1,500.00
Site Development Permit (In City)	2.5% of Total Construction Value
Site Development Permit for Outside City Utility Services	2.5% of for Total Utility Construction Value Only
Variance	
Non-Residential	\$1,000.00
Existing single-family dwelling unit	\$250.00
Vacate rights-of-way, alleyways, easements, or plats	\$1,500.00
Pass Through fees shall be collected for any and all of the development applications	Section 2.7.4 of the City's Land Development Code
More than two reviews by the development review committee staff for any development applications, PUD master plan, rezoning, and land use shall be considered a new application and, therefore, require an original application fee per each subsequent submittal.	Original Planning and Development Fee
*Resubmittal Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.	Original Planning and Development Fee

CITY OF MOUNT DORA CITY FEE SCHEDULE

Planning & Development Department

Zoning	
Addressing	
City Initiated	Free
Addressing Assignments - 0-99	Free
Addressing Assignments - 100 or greater numbers	\$1.00 per address number, maximum fee of \$500.00
Business Tax Receipts	
Home Based	See Chapter 40 of the City Code of Ordinances
Zoning Review (Home Based Businesses Only)	\$25.00
Commercial	See Chapter 40 of the City Code of Ordinances
Dog-Friendly Dining Permit	\$100.00
Electric Carriage Permit (Semi-Annually)	\$100.00
Horse-Drawn Vehicle Inspection and Permit (Annual)	\$100.00
Outdoor Amplified Sound Permit	\$100.00
Sandwich Board Permit	\$75.00
Sidewalks Café	\$100.00
Zoning Permit	\$75.00
Zoning Verification or determinations letter	\$75.00
Zoning Review (All Building Permits which require Zoning approval)	
Residential	\$75.00
Accessory Structure	\$50.00
Commercial	\$100.00
Zoning Inspection	
Zoning Inspection (All Building Permits which require Zoning approval)	Free
Zoning Re-Inspection	\$50.00
Landscape Inspection (includes new home)	Free
Landscape Re-Inspection	\$50.00
Public Notice Fees	
Advertisements	At Cost
Mailings to abutting property owners	At Cost
*Resubmittal Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.	Original Planning and Development Fee
Historic	
Minor Historic Certificate of Appropriateness (includes extensions)	\$100.00
Major Historic Certificate of Appropriateness	\$150.00
Historic Marker or Plaque	Actual Production Cost
Other Services	
Notary seal for non-city business	Free
Pass Through Fees	
Pass Through-Fees: The City is hereby authorized to assess and collect fees, cost, and expenses relating to the review, inspection, appeal, regulation and defense of development activities pursuant to this Section. The Complete Pass Through Fees regulations are as contained in Section 2.7.4 of the City's Land Development Code	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Fire Department Fees

FIRE DEPARTMENT FEES	
FIRE DEPARTMENT FEES	
Authorized Burn	\$125.00
Firework/Pyrotechnic Display - includes inspection	\$300.00
Sparkler Sales	\$75.00
Fire Watch - Fire Personnel	Actual Cost + 10% administrative fee
Fire watch - Equipment	\$100.00 per vehicles, per day
Tent with occupancy load over 30 persons or those used for	\$25.00
Food Truck Inspection	\$30.00 for 6 months
Routine Fire inspections up to 2,000 sq ft	\$50.00
Routine Fire inspections from 2,001 sq ft to 4,000 sq ft	\$125.00
Routine Fire inspections from 4,001 sq ft to 7,500 sq ft	\$150.00
Routine Fire inspections from 7,501 sq ft to 15,000 sq ft	\$200.00
Routine Fire inspections over 15,001 sq ft	\$250.00
Re-inspections (1st Reinspection is included)	\$50.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Library Services

Library Fees	
	Current Fees
<u>Library Services</u>	US Dollars
<i>Library Membership Fee (outside Lake County)</i>	
Annual	\$40.00
Six Months	\$20.00
<i>Library Card Replacement Fee</i>	
One Time	Free
Additional Replacements	\$2.00
<i>Overdue Fines</i>	
Books/CDs/DVDs/DADs (Per Day)	\$0.10
Computer Games/Cake Pans/Ukuleles (Per Day)	\$1.00
Processing Fee for Materials Not Returned	\$5.00
Max. on the \$.10 fine item is \$2.90 (After 29 Days, the Full Replacement Cost of the Item is Charged)	\$2.90
<i>Replacement Cost for Missing/Damaged Parts</i>	
DVD Artwork	\$5.00
Plastic Browser Sleeve	\$3.00
<i>Facility and Equipment Use Fees</i>	
Mount Dora Nonprofit Civic/Educational/Intellectual Organization	Free
Non-Local Nonprofit Civic/Educational/Intellectual Organization	\$40.00
Individuals/Homeowners Associations	\$15.00 per hour (min. 2 hours)
Business and Commercial Meetings, Seminars, Etc.	\$75.00
<i>Printing & Copying</i>	
Per Page from Public Computer B&W	\$0.10
Per Page from Public Computer Color	\$0.30
Per Page from Public Computer Legal Size	\$0.30
Per Page from Photocopier	\$0.15
Faxing Per Page - Outgoing Only	\$1.00
Food for Fines (each item donated must equal a dollar)	\$1.00
<i>Equipment Purchases</i>	
USB Drives	\$3.00
Headphones	\$1.00

The Fees for the Library are per an Interlocal Agreement with Lake County.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Definitions:

Resident: Incorporated Mount Dora residents may rent facilities for social and private functions. This includes weddings, banquets, birthday celebrations, anniversary parties, retirement parties, recognition parties, and meetings. Additional fees for personnel may apply. Proof of residence (e.g., driver's license, utility bill, property tax statement) is required.

Non-Resident: Any user that resides outside of Mount Dora proper. The purpose of the rental is for private functions that include parties, ceremonies, and meeting space. Additional fees for personnel may apply.

Commercial: Any user with the intent of charging ticketed fees or promoting enterprise for monetary gain.

Different fees may be established by executed contract.

Cemetery	Resident	Non-Resident	Commercial
Burial Space	\$ 1,200.00	\$ 1,800.00	N/A
Niche Space	\$ 800.00	\$ 1,200.00	N/A
Niche Engraving	Cost + 10%	Cost + 10%	N/A
Additional Internment Right (Additional Cremation Burial Right, up to 4)	\$ 200.00	\$ 400.00	N/A
Administration Fee (Transfer of Ownership, Grave Marking, Cremation Opening/Closing)	\$ 200.00	\$ 200.00	N/A
After Hours Administration Fee (Cremation Opening/Closing on Evenings/Weekends)	\$ 300.00	\$ 300.00	N/A
Miscellaneous Fees		Current	
Memorial Bench & Plaque (Standard) - Includes all cost to install plus a 10% administrative fee		Cost + 10%	
Tree Donation (Standard Crepe Myrtle) - Includes all cost to install plus a 10% administrative fee		Cost + 10%	
Processing Fee (Non-Refundable)		\$ 20.00	
Facility Rentals	Resident	Non-Resident	Commercial
Facility Rental Deposits (Refundable less \$5 non-refundable administrative fee)	\$ 100.00	\$ 100.00	\$ 100.00
Donnelly Park (Building, & Deck) per hour			
Hourly Rate	\$ 30.00	\$ 50.00	\$ 70.00
Daily Rate	\$ 300.00	\$ 500.00	\$ 700.00
Community Building Auditorium (Upper Level, Theatre w/ Stage)			
Hourly Rate	\$ 55.00	\$ 60.00	\$ 65.00
Daily Rate	\$ 550.00	\$ 600.00	\$ 650.00
Community Building (Lobby - Upper Level)			
Hourly Rate	\$ 40.00	\$ 45.00	\$ 50.00
Daily Rate	\$ 400.00	\$ 450.00	\$ 500.00
Community Building (Green Room - Lower Level)			
Hourly Rate	\$ 20.00	\$ 25.00	\$ 30.00
Daily Rate	\$ 200.00	\$ 250.00	\$ 300.00
Community Building (Entire Building)			
Hourly Rate	\$ 115.00	\$ 115.00	\$ 115.00
Daily Rate	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
The City reserves the right to reschedule any reservation to accommodate a Community Building production or special event that serves the entire			
Martin Luther King Jr. Center (per Hour)			
Hourly Rate	\$ 20.00	\$ 40.00	\$ 80.00
Daily Rate	\$ 200.00	\$ 400.00	\$ 800.00
Gilbert Park Pavilion 1 (Large 30x30) (per Hour)			
Hourly Rate	\$ 10.00	\$ 20.00	\$ 40.00
Daily Rate	\$ 100.00	\$ 200.00	\$ 400.00
Gilbert Park Pavilion 2 (Large 24x24)(per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Palm Island Pavilion (per Hour)			
Hourly Rate	\$ 10.00	\$ 20.00	\$ 40.00
Daily Rate	\$ 100.00	\$ 200.00	\$ 400.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Forres Park Pavilion (small, no seating) (per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
The City reserves the right to reschedule any reservation to accommodate a production or special event that serves the entire community. The City of Mount Dora reserves the right to deny or cancel any events/rentals in any City-owned facility or Park.			
Facility Rentals cont'd.	Resident / Non-Profit	Non-Resident	Commercial
Evans Park Pad (per Hour)			
Hourly Rate	\$ 30.00	\$ 40.00	\$ 50.00
Daily Rate	\$ 300.00	\$ 400.00	\$ 500.00
Sunset Park Pad (per Hour)			
Hourly Rate	\$ 15.00	\$ 20.00	\$ 25.00
Daily Rate	\$ 150.00	\$ 200.00	\$ 250.00
Cauley Lott Park Pavilion (per Hour)			
Hourly Rate	\$ 10.00	\$ 20.00	\$ 40.00
Daily Rate	\$ 100.00	\$ 200.00	\$ 400.00
Frank Brown Sports Complex Pavilion (per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Frank Brown Sports Complex Concession Stand			
Hourly Rate	\$ 15.00	\$ 30.00	\$ 60.00
Daily Rate	\$ 150.00	\$ 300.00	\$ 600.00
Frank Brown Sports Complex Athletic Fields (Softball & Multipurpose)			
Field Rental (Each) per Hour	\$ 10.00	\$ 20.00	\$ 40.00
Field Rental (Each) per Day	\$ 100.00	\$ 200.00	\$ 400.00
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	\$ 25.00	\$ 25.00	\$ 25.00
Multipurpose Lining (per hour) (2 hr min)	\$ 40.00	\$ 40.00	\$ 40.00
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00
Lincoln City Sports Complex Concession Stand			
Hourly Rate	\$ 15.00	\$ 30.00	\$ 60.00
Daily Rate	\$ 150.00	\$ 300.00	\$ 600.00
Lincoln City Sports Complex Athletic Fields (Softball & Baseball)			
Field Rental (Each) per Hour	\$ 10.00	\$ 20.00	\$ 40.00
Field Rental (Each Per Day	\$ 100.00	\$ 200.00	\$ 400.00
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	\$ 25.00	\$ 25.00	\$ 25.00
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00
Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Lincoln Avenue Pool			
Swimming Pool per Hour	\$ 25.00	\$ 50.00	\$ 100.00
Lifeguards - 2 Guard Minimum per Hour	\$ 15.00	\$ 15.00	\$ 15.00
All rentals require a 2 hour minimum. Rental fees for community outreach events may be waived per the discretion of the Parks&Recreation Director with approval of the City Manager.			
Recreation Programming			Current
Late Fee			\$ 10.00
Recreation Program Registration			\$10-\$99

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Clubs, Camps & Sports			Current
Senior Club			Free
Archery			\$ 40.00
Softball & Kickball (per Team)			\$ 275.00
Softball & Kickball (per Player)			\$ 25.00
Youth Soccer (each)			\$ 75.00
Youth Soccer (Pee Wee)			\$ 65.00
Youth Flag Football			\$ 85.00
Youth Basketball (each)			\$ 75.00
Camps (per week) (non-specialty)			\$ 125.00
Specialty Camps (per week)			\$140-\$220
Camp Snack Fee (per week)			\$ 15.00
T-Shirt Fee			\$ 20.00
Swim Team (per month)			\$ 50.00
Classes			Current
Group Swim Lessons (8 lessons)			\$ 50.00
Private Swim Lessons (5 lessons)			\$ 150.00
Semi Private Swim Lessons (2 swimmers) (5 lessons)			\$ 75.00
Lap Swim per visit			\$ 3.00
Open Swim per visit			\$ 3.00
Lifeguard Certification			\$ 150.00
Water Safety Instructor Certification			\$ 300.00
Fitness Class (per visit)			\$ 4.00
CPR/First Aid Training			\$ 50.00
Passes			Current
Monthly Group Fitness Pass (Aquatic & Land)			\$ 24.00
Annual Aquatic & Fitness Pass			\$ 225.00
Monthly Family Aquatic Pass (Family up to 5)			\$ 50.00
Special Event			Current
Special Event Application fee is comprised of the following: administrative processing, use of traffic and pedestrian control devices (signage & barricades), use of public right of way and associated parks within the event footprint.			
Significant Event (150,000 + Attendance)			\$ 650.00
Large Event (50,000 + Attendance)			\$ 425.00
Medium Event (25,000+ Attendance)			\$ 300.00
Small Event (5,000+ Attendance)			\$ 125.00
Community Event (500+ Attendance)			\$ 75.00
Vendor Fees			\$50-\$250
Recreation programs excluding specialty camps & private lessons offer 25% and 50% discount scholarships approved by application, a 25% discount for City employees, and a \$5 sibling discount excluding Before / After School Care Program. Additional fees may be discounted or waived per the discretion of the Parks&Recreation Director with approval of the City Manager.			

CITY OF MOUNT DORA CITY FEE SCHEDULE

ADDITIONAL FEES / COSTS

Photo Copies		Current
One Side Letter or Legal (per page)		\$0.15
Two Sided Letter or Legal (per page)		\$0.20
11 x 17" Paper (per page)		\$0.25
Over 11 x 17" Plan Sheet (per page)		Actual Cost
Certified Copies (per page)		\$1.00
CD/DVD		\$3.00
Fingerprint Card		\$10.00
Electronic Fingerprint Card		\$74.50
Standard Colored GIS Maps		
18" x 24" (Per Sheet)		\$2.50
24" x 36" (Per Sheet)		\$4.50
36" x 48" (Per Sheet)		\$7.50
Custom Large Maps		.75 Per Sq Ft + \$1.50 per Sheet
Over 11 x 17" Plan Sheet		Actual Cost
Reports and Code Copies		
Land Development Code		Actual Cost
Comprehensive Code		Actual Cost
City of Mount Dora Historic Design Guidelines		Actual Cost
Other fees		
Electric Carriage inspections		

PERSONNEL

All charges to any firm, company or individual requiring outside services are to cover the total salary and benefits of the assigned personnel with an administrative fee included. All charges will be based on the actual salary and benefit burden of the positions requested / required plus a 10% administration fee. For special events, permitted by the city the rates charged include the assigned staff vehicles.

EQUIPMENT COST

Any City owned vehicles, specialty equipment used for emergency events, call-outs and code enforcement actions or any other activities shall be charged based on the most current FEMA Schedule of Equipment Rates along with a ten percent (10%) administration fee and a thirty percent (30%) mobilization/demobilization fee.

All request by a firm, company or individual for City personnel or equipment shall pay a 50% deposit of the total cost prior to services provided. Remaining balance must be paid within seven days after completion of personnel and equipment being provided. In no case shall additional personnel or equipment be provided if there is an outstanding balance with the City.

FEE REDUCTIONS / MODIFICATIONS

The City Manager or his/her designee may reduce any miscellaneous fee if part of an interlocal agreement, memorandum of understanding between units of government or other agency, individual or company that the City Council has an agreement. However, said reduction shall not be less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Council may reduce said fees below the cost and expenses incurred by the City. This City Manager may not reduce fees related to utility rates.

The City Manager may increase any fee necessary in order to recoup all costs and expenses incurred by the City plus a 10% administrative fee listed within the Fee Schedule. The City Manager may create any new program fees necessary related to Leisure Services programs and implement as part of any future Fee Schedule.



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-66**, Adding Tuesday, November 5, 2024 to the City's Observed Holiday Schedule

Introduction:

This is a request for Council to adopt Resolution No. 2023-66, adding Tuesday, November 5, 2024 to the City's observed holiday schedule 2024. July 5, 2024, will also be part of the 2024 City holiday schedule.

Discussion:

In 2024, Election Day (Tuesday, November 5, 2024) falls on the date of a regular Council meeting. This is a request for City Council to add Tuesday, November 5, 2024 to the City's observed holiday schedule to increase civic participation among staff and members of the public. July 5th will also be included in the 2024 City holiday schedule. For reference, the proposed City holidays for 2024 are as follows:

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Presidents' Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Day After Independence Day	Friday, July 5, 2024**

Labor Day	Monday, September 2, 2024
Election Day	Tuesday, November 5, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving Day	Friday, November 29, 2024
Christmas	Wednesday, December 25, 2024

****Upon approval by Council**

Budget Impact:

N/A

Strategic Impact:

Goal 3, Objective 3.2: Attract and maintain city human resources through competitive compensation and benefits.

Recommendation:

City Council adopt Resolution No. 2023-66, adding Tuesday, November 5, 2024 to the City's observed holiday schedule.

Attachment(s):

1. Reso No. 2023-66 Adding Tuesday November 5 2024 to the City's Observed Holiday Schedule

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 12/13/2023

RESOLUTION NO. 2023-66

**A RESOLUTION OF THE CITY OF MOUNT DORA,
FLORIDA, PERTAINING TO JULY 5th AND NOVEMBER 5th
AS OFFICIAL PAID HOLIDAYS IN 2024; PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
APPROVAL OF JULY 5, 2024, AND NOVEMBER 5, 2024 AS
OFFICIAL PAID HOLIDAYS; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING AS SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Mount Dora has a policy related to the official paid holidays that are recognized each year for all eligible full-time employees; and

WHEREAS, the City recognizes Independence Day as an important symbol of American patriotism honoring the date the Continental Congress in 1776 declared that the 13 American colonies were no longer subject to the monarch of Great Britain, and were united, free, and independent; and

WHEREAS, since 1870, the 4th of July has been recognized as a federal holiday so that Americans may celebrate our Nation's timeless truths and great freedoms that call to our higher sense of patriotism; and

WHEREAS, Friday, July 5, 2024, occurs between the July 4th Independence Day holiday and Saturday, July 6th, a weekend day during which City facilities are customarily closed; and

WHEREAS, the City of Mount Dora has determined that Friday, July 5, 2024, should be included as an official paid holiday for 2024, to encourage employees and members of the public to commemorate the birth of American Independence with festivities such as fireworks, parades, and family celebrations; and

WHEREAS, the City recognizes the importance of civic engagement in local, state, and federal elections; and

WHEREAS, Tuesday, November 5, 2024 is recognized nationally as Election Day, and local and state elections will be held on that date in addition to the Presidential election; and

WHEREAS, pursuant to Section 8 of the Charter of the City of Mount Dora, "city council shall convene regular city council meetings on the first and third Tuesday of each month," thereby establishing Tuesday, November 5, 2024 as a regular city council meeting date; and

WHEREAS, pursuant to Section 8 of the Charter of the City of Mount Dora, "a regular meeting falling on any official city holiday may not be held;" and

WHEREAS, the City of Mount Dora has determined that Tuesday, November 5, 2024, should be included as an official paid holiday for 2024, to encourage employees and members of the public to fully participate in the civic process, including voting and serving in election-related roles on Election Day.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of November 5, 2024, and July 5, 2024 as Official Paid Holidays. Friday, July 5, 2024 and Tuesday, November 5, 2024 are hereby approved as City of Mount Dora official paid holidays to be included in the City's official holiday schedule for 2024. The City Manager is hereby authorized to close City facilities in observance of the holiday.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to July 5, 2024 and November 5, 2024, as official paid holidays for 2024, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 19th day of December, 2023.

CRISSY STILE

Resolution No. 2023-66
Page 2 of 2

MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-67**, Employee Pay Grade Classifications Amended

Introduction:

This is a request for City Council to adopt Resolution No. 2023-67, amending the Employee Pay Grade Classifications.

Discussion:

Staff recommends that Council adopt this amendment to the 2023-2024 Employee Pay Grade Classification Table. This table is fluid, changing each time the City performs a salary survey, or when the City makes the necessary adjustments which normally occur when revisiting position and pay. In this case, the City had four employees who would be paid beyond the range established for their grade on October 3, 2023, unless an adjustment was made to the pay range or the position title was moved to a higher grade. This amendment allows for the remaining four full-time workers to receive their 5% increase, which, if adopted, will be effective retroactively to October 1, 2023.

Budget Impact:

The city budgeted for each employee to receive a pay increase of 5% so these adjustments have already been budgeted for Fiscal Year 2023-2024.

Strategic Impact:

Goal 3: Fiscal Resources/Human Resources

Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits.

Recommendation:

City Council adopt Resolution No. 2023-67, amending the Employee Pay Grade Classifications for FY 2023-24.

Attachment(s):

1. Attachment #1: Reso No. 2023-51 Employee Pay Grade Classifications
2. Reso No. 2023-67 Employee Pay Grade Classifications Amended

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 12/14/2023

RESOLUTION NO. 2023-67

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO EMPLOYEE PAY GRADE CLASSIFICATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE 2023-2024 GENERAL EMPLOYEE PAY GRADE CLASSIFICATION PLAN AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted its General Employee Pay Grade Classification Plan by Resolution No. 2023-51 on October 3, 2023; and

WHEREAS, City Council approved a 5% pay increase to all full-time, regular employees; and

WHEREAS, four City workers were found to exceed their current pay grade range if provided the 5% pay increase; and

WHEREAS, the City wishes to amend its General Employee Pay Grade Classification Plan for 2023-2024 to allow the four workers to receive the 5% pay increases effective October 1, 2023.

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

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

SECTION 2. Approval of the 2023-2024 General Employee Pay Grade Classification Plan. The City of Mount Dora hereby authorizes implementation of the 2023-2024 General Employee Pay Grade Classification Plan Amendment attached hereto as **Exhibit A**, effective retroactively to and including October 1, 2023.

SECTION 3. Implementation of 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. 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 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 adoption, retroactively to and including October 1, 2023.

PASSED AND ADOPTED this 19th day of December, 2023.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

Approved as to form:

Patrick Brackins, City Attorney
City of Mount Dora

Resolution No. 2023-67
Exhibit A
General Employee Pay Grade and Classification Plan Amendment for FY 2023-2024

City of Mount Dora General Employee Pay Grade and Range Matrix FY 2023-24 Amendment

Grade	MIN	MID	MAX
101	16.00 <u>16.22</u>	19.20 <u>21.11</u>	23.04 <u>26.00</u>
102	16.93 <u>16.93</u>	20.32 <u>21.72</u>	24.38 <u>26.50</u>
103	18.11 <u>18.11</u>	21.73 <u>22.56</u>	26.08 <u>27.00</u>
113	31.48 <u>31.48</u>	37.77 <u>39.30</u>	45.33 <u>47.12</u>
116	26.76 <u>36.76</u>	44.11 <u>47.68</u>	52.94 <u>58.00</u>

Establish Building Inspector II Position for Grade 111

Establish Building Inspector III Position for Grade 112

Establish Building Inspector IV Position for Grade 113

Move Utilities Line Manager from Grade 112 to Grade 113



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-68**, Naming of the Mount Dora Community Building

Introduction:

This is a request for City Council to adopt Resolution No. 2023-68, naming the Mount Dora Community Building

Discussion:

The City approved naming of the Auditorium located inside the historic Mount Dora Community Building as the Mount Dora Music Hall by Resolution No. 2022-21 on April 19, 2022. In order to recognize the important significance of the historical building located at 520 North Baker Street, City Council wishes to reaffirm the naming of the structure as the Mount Dora Community Building.

Budget Impact:

N/A

Strategic Impact:

Recognizing the significance of the historical elements and structures of Mount Dora draws large numbers of visitors to the city annually, creating an organic economic driver.

Recommendation:

City Council adopt Resolution No. 2023-68, Naming the Mount Dora Community Building.

Attachment(s):

1. Reso No. 2023-68 Naming of Mount Dora Community Building

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 12/14/2023

RESOLUTION NO. 2023-68

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE OFFICIAL NAME OF THE MOUNT DORA COMMUNITY BUILDING LOCATED AT 520 NORTH BAKER STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE 2023-2024 GENERAL EMPLOYEE PAY GRADE CLASSIFICATION PLAN AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved the naming of the Auditorium located inside the historic Mount Dora Community Building as the Mount Dora Music Hall by Resolution No. 2022-21 on April 19, 2022; and

WHEREAS, the Mount Dora Community Building is considered to be a historic building in Mount Dora having been constructed with funds raised by local residents in 1929; and

WHEREAS, the Mount Dora Community Building has a special place in the hearts of many Mount Dora residents; and

WHEREAS, the mayor and city council want to ensure the name of the historic building continues to be called the Mount Dora Community Building.

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

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

SECTION 2. Naming of the Community Building. The City of Mount Dora hereby reaffirms the naming of the historic structure located at 520 North Baker Street as:

MOUNT DORA COMMUNITY BUILDING

SECTION 3. Implementation of 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. 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 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 19th day of December, 2023.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

Approved as to form:

Patrick Brackins, City Attorney
City of Mount Dora



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Lobbyist Update

Patrick C. Comiskey

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2024 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:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the following:

- October 2023 Monthly Report
- November 2023 Monthly Report

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora October 2023 Report
2. Mount Dora November 2023 Report

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/14/2023
Final Approval - 12/14/2023

**City of Mount Dora
October Activity Report**

Special Session

The Legislature will hold a special session next week, November 6th through 9th, on a series of issues, including bolstering state sanctions against Iran and providing additional assistance to people after Hurricane Idalia, including aid to the agriculture industry.

The proclamation issued by Senate President Passidomo and House Speaker Renner also calls for taking steps to increase the number of students with disabilities served in a school-voucher program known as the Family Empowerment Scholarship for Students with Unique Abilities.

Other issues include expressing support for Israel and providing money to help improve security at facilities, such as Jewish Day schools, considered at "high risk for violent attacks or hate crimes."

Communications

- Patrick Comiskey
 - Safe Place Initiative
 - 2024 Session Priorities
- Meeting with Representative Truenow
- Meeting with Mount Dora staff re Legislative Priorities

Next Steps

- Continue to update Mount Dora on grant opportunities
- Next Interim Committee Week/Special Session is October 6-9
- The 2024 Regular Session will convene on Tuesday, January 9, 2024

Ryan Matthews/Angela Drzewiecki

**City of Mount Dora
November Activity Report**

State Economists: Sales Tax Revenue Surpasses Previous Estimates

The Office of Economic and Demographic Research reported that the state collected \$215.4 million more in general revenue in September than initially projected, marking a 5.7% increase compared to earlier estimates made by the General Revenue Estimating Conference. The boost in revenue was driven primarily by three income sources, with sales tax coming in at \$115.8 million, or 4.5%, higher than the initial estimate. Combined, sales tax, corporate income tax, and earnings on investments contributed to nearly 96% of September's revenue gains. Sales tax collections exceeded expectations in tourism, auto sales, and consumer nondurables, partly due to ongoing inflation that resulted in higher consumer spending. Corporate income tax collections totaled \$61.7 million, or 6.9% above earlier projections, and earnings on investments reported an increase of \$28.6 million in revenue, or 71.5% higher than estimated. Five revenue sources came in negative for the month, including service charges, tobacco taxes, and corporate filing fees, resulting in an \$8.2 million deficit.

Communications

- Patrick Comiskey
 - Sovereign Immunity and Special Session Update
- Correspondence with Mayor Stile
- Meeting with Rep. Yarkosky

Next Steps

- Continue to update Mount Dora on grant opportunities
- Next Interim Committee Week is December 4-8
- The 2024 Regular Session will convene on Tuesday, January 9, 2024

Ryan Matthews/Angela Drzewiecki



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Update Regarding Historic Site Status of Mount Dora Community Building

Introduction:

This is an opportunity for the City Manager to provide an update to City Council regarding the historic site status of the Mount Dora Community Building.

Discussion:

The Historic Preservation Board unanimously nominated the Mount Dora Community Building to be designated as a historic site at its December 13, 2023 meeting. Subsequently, staff is working with the city attorney to prepare an ordinance designating the Mount Dora Community Building as a historic site. The matter will be scheduled for first reading at the January 16, 2024 City Council meeting, and second reading and adoption at the February 6, 2024 City Council meeting.

Because the nomination for historic site designation process is active, *no permits will be issued by the city* relating to the Mount Dora Community Building until such time that the City Council formally approves or denies the nomination.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 12/14/2023