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
October 15, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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- Councilmember Dennis Dawson
- Councilmember Nate Walker
- Councilmember Doug Bryant
- Councilmember John Cataldo
- Vice-mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

1. Monday, November 4, 2024, 6:00 PM, Regular Session
2. Tuesday, November 19, 2024, 6:00 PM, Regular Session
3. Tuesday, December 3, 2024, 6:00 PM, Regular Session
4. Tuesday, December 17, 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: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Proclamation Recognizing World Polio Day

Introduction:
This is an opportunity to read Proclamation World Polio Day

Discussion:
World Polio Day highlights the global efforts to end poliomyelitis (polio) worldwide. Every year on 24th of October, World Polio Day raises awareness of the importance of polio vaccination to protect every child from this devastating disease.

The Rotary Club of Lake County Golden Triangle requested this proclamation be placed on the agenda in support of Rotary International's campaign to eradicate polio worldwide.

Budget Impact:
N/A

Strategic Impact:
GOAL 2: Public Safety

Recommendation:
Mayor Stile read the Proclamation into the record.

Attachment(s):
1. Proclamation.World Polio Day.2024

Prepared by:	Wendy Buchan, Deputy City Clerk	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 10/7/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/7/2024

PROCLAMATION

Whereas, World Polio Day brings people together to remember Dr. Jonas Salk, the man who led the first team to develop a vaccine against polio and that enabled the world to embark on an ambitious journey – the eradication of polio; and

Whereas, World Polio Day is an opportunity for the polio eradication community to renew its promise to future generations; and

Whereas, Rotary International, a global service organization with Rotary Club of the Golden Triangle, in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative with the World Health Organization and UNICEF to immunize the children of the world against polio; and

Whereas, to date, Rotary International has contributed more than $2.6 billion to protect nearly 3 billion children in 122 countries plus countless volunteer hours to the eradication of polio in the world, and since 1985 cases due to the wild polio virus have dropped by 99.9 percent, from over 350,000 cases annually to 6 cases in 2021; and

Whereas, the Rotary Club of the Golden Triangle continues to donate funds to Rotary International's PolioPlus campaign to cover polio vaccinations for children; and

Whereas, the USA, which has been polio-free since 1979, reported a paralytic polio case in an unvaccinated individual in August 2022; and

Whereas, the incidence of paralytic complications is estimated at 1 in 200 but there is no treatment other than supportive care and rehab once this occurs, and, as we have known since the mid-1950s, prevention of polio by monitored vaccination programs is the only way to prevent this disease and to ultimately eliminate it; and

Whereas, Rotary has promised to remain a partner in this important health measure until polio is officially eradicated, that is no case of polio in the world for 3 years; and

Whereas, as long as polio exists anywhere, it is a threat everywhere, and we must continue to do the work that needs to be done in our community to encourage the uptake of vaccines.

Now Therefore, I, Crissy Stile, Mayor of the City of Mount Dora, proclaim October 24, 2024 as **"World Polio Day"** in the City of Mount Dora and encourage all citizens to recognize the many volunteers who vaccinate the children and the organizations working to end polio.

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Crissy Stile, Mayor

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Proclamation Recognizing Florida City Government Week

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Introduction:
This is a request for Mayor Stile to read into the record the proclamation recognizing Florida City Governmenet Week.

Discussion:
Florida City Government Week, held annually in October, is a time for cities across the state to celebrate, showcase and engage citizens in the work of municipal government.

This year, Florida City Government Week will be held October 21-27, 2024. The City of Mount Dora will celebrate Florida City Government Week with events throughout the week including

- Coffee with the Mayor on Monday, October 21st
- Luncheon with the City of Mount Dora Building Division on Tuesday, October 22nd
- A Community Service Clean-up Day on Wednesday, October 23rd

Additionally, the Mount Dora History Museum will unveil the design of the City's new historic markers on Thursday, October 24th. And on Friday, October 25th the week will conclude with the Social Media Campaign "What Makes Your City Great?"

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Mayor Stile to read into the record this proclamation.

Attachment(s):

1. 2024.Proclamation.Florida City Government Week

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 10/7/2024

PROCLAMATION

Florida City Government Week Proclamation

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

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

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

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

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

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities

NOW, THEREFORE, I, Crissy Stile, Mayor of Mount Dora, Florida, do hereby proclaim the week of October 21st – 27th, 2024 as Florida City Government Week, urge all citizens, businesses, and institutions, and encourage them to support all Florida City governments to actively promote and sponsor Florida City Government Week.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 15st day of October 2024.

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Crissy Stile, Mayor

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Ranking- RFQ #24-PW-015- Vision Zero Safety Action Plan to meet Mount Dora's Safe Streets and Roads for All (SS4A) Grant Requirement

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Introduction:
This is a request for the Council to approve the ranking of RFQ #24-PW-015- Vision Zero Safety Action Plan required as part of Mount Dora's Safe Streets and Roads for All (SS4A) grant from the federal government.

Discussion:
The City of Mount Dora was awarded a grant in the amount of $160,000.00, an 80% cost share to produce a transportation safety Action Plan at a cost of $200,000.00. Transportation safety projects identified in the Action Plan can qualify for 80% matching grants for implementation and construction after the federal government approves the Action Plan.

On April 22, 2024, RFQ #24-PW-015 was issued to solicit engineering services to produce the Action Plan and resulted in receipt of three (3) timely proposals.

The Evaluation Committee met on August 9, 2024, to discuss and score all three proposals received under this request for qualifications (RFQ). The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked from highest to lowest.

#1 – Halff Associates, Inc.
#2 – Vanasse Hangen Bristlin, Inc.
#3 – Forsite Group

The Evaluation Committee unanimously voted to recommend that the Council award the contract to Halff Associates, Inc, the top ranked firm.

Budget Impact:

Approval of the rankings do not result in any cost to the City. The Action Plan is already budgeted this fiscal year in the amount of $200,000.00 under GL#001-1520-541.31-01 from the Roads and Streets Professional Services account.

Strategic Impact:

- GOAL 2: Infrastructure / Public Safety
- Objective 2.2. Enhance pedestrian safety, crosswalk & traffic-calming solutions
- 3.1. Identify and seek funding sources
- 3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

Recommendation:

Council to approve an agreement with Halff Associates, Inc. for engineering services needed to produce the Vision Zero Safety Action Plan.

Attachment(s):

1. RFQ 24-PW-015 Engineering Services - Vision Zero Safety Action Plan SS4A
2. Notice of Intent To Award- RFQ-PW-015

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 9/23/2024
	Whitney Donovan, Purchasing Coordinator	Approved - 9/23/2024
	Matthew Dodson, Budget Officer	Approved - 9/23/2024
	Rita Meade, Finance Director	Approved - 9/23/2024
	City Attorney, City Attorney	Approved - 10/9/2024
	Jeanann Hand, City Clerk	Approved - 10/9/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/9/2024

ATTACHMENT #1

Request for Qualification

NUMBER
RFQ# 24-PW-015

City of Mount Dora

ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A** under **RFQ#24-PW-015**. Qualifications will be electronically received until **2:00 p.m., July 31, 2024** by the Purchasing Department.

RFQ# 24-PW-015
"ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A"

A pre-submittal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora's website: www.demandstar.com, www.cityofmountdora.com and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007. PDF files are accepted. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

When applicable, this competitive solicitation is issued pursuant to Chapter 287.055 Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA), and 40 U.S. C. 1101-1104 (Brooks Act).

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide certain **ENGINEERING SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year 2022-2023 and in the City's Annual Budget for fiscal year 2023-2024. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

F) Projected Timetable

The following projected solicitation timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	**Date**
Advertise RFQ	July 01, 2024
Last Date for Receipt of Written Questions	July 12, 2024 at 4:00 PM TIME
Addendum Issued (If Applicable)	July 17, 2024
RFQ Opening (via ZOOM)	July 31, 2024 at 2:00 PM
Evaluation Committee to Shortlist	August 9, 2024 at 10:00 AM
Shortlisted Firm Presentations/Interviews (if requested)	August 16, 2024 from 9AM – 12 PM
Evaluation Committee to Recommend	August 16, 2024 at 12:15 PM
Notice of Recommendation	August 16, 2024
City Council Approval (anticipated)	September 3, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SCOPE OF WORK

A. Purpose

The purpose of this Request for Qualifications is to solicit competitive sealed Proposals to select a Vendors(s) to serve as **TRAFFIC ENGINEERING CONSULTANT FOR SAFE STREETS AND ROADS FOR ALL (SS4A)** on an as-required basis for the City of Mount Dora, Florida. The City reserves the right to make multiple awards if deemed appropriate. Use of a continuing contract and selection of contract vendors for task assignments under a multiple award continuing contract will be in consonance with Florida Statute 287.055.

Based on consultant knowledge, if the CONSULTANT believes the scope of work outlined in this RFQ should be changed in any way or is too ambitious, the CONSULTANT must describe how those changes will better meet the project objectives.

B. Scope of Services

1. This scope of services describes and defines the **Safe Streets and Roads for All (SS4A) Action Plan** for the City of Mount Dora. The CONSULTANT will perform the following tasks to facilitate delivering the required criteria described by the U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program.
2. The CONSULTANT shall exercise independent professional judgment in performing obligations and responsibilities under this Contract. The CONSULTANT is expected to know the laws and rules governing their professions and ordinances and recognized standards applicable to these professional services. The CONSULTANT shall provide

qualified technical and professional personnel to perform to federal, state, and local standards and procedures.

3. The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports and documents as required by the CITY.
4. The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).
5. Services provided by the CONSULTANT shall comply with federal, state, and local manuals, procedures, and memorandums in effect as of the date of execution of the Contract unless otherwise directed in writing by the City of Mount Dora.
6. CONSULTANT shall be fully responsible for all work performed and work products developed under this Contract. The CITY may provide job-specific information and/or functions as needed.

The awarded engineering firm(s) under this RFQ shall perform the following critical actions as part of the work to be provided to the City of Mount Dora. The City may require an in-person presence for the meetings laid out below:

TASK 1 – PROJECT MANAGEMENT/INITIATION

The CONSULTANT will be expected to understand all parameters and requirements of the Safe Streets and Roads for All (SS4A) Action SS4A Action Plan Grant, Notice of Funding Opportunity (NOFO) Assistance Listing #20.939.

An understanding of the required Federal and USDOT guidance including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the President's greenhouse gas reduction, climate resilience, the federal workforce investment programs, the Justice40 Initiative, the Highway Safety Improvement Program (HSIP), and related Federal programs is required.

To facilitate the development of the SS4A Action SS4A Action Plan a Project Steering Committee (PSC), stakeholder list, and a project timeline will be established.

The PSC will primarily consist of members of City staff, law enforcement, human service agencies, community organizations and others as appointed by the City Council that will guide the study throughout the SS4A Action Planning process.

An internal project kick-off meeting will be held by the CONSULTANT with City staff.

A project start-up meeting will be held by the CONSULTANT with members of the PSC. This will include a review and discussion of the approach to network screening, coordination with FHWA, FDOT, local partners, the public involvement process, and additional topics relevant to project start-up.

A project micro-website will be developed by the CONSULTANT and used throughout the study process to ensure accessibility, transparency, and documentation of the SS4A Action Planning process for public information.

Task 1 Deliverables:

- Establish Kick-off Meeting (Task 1.1)
  This involves organizing and conducting a meeting at the beginning of the project to initiate and introduce all relevant stakeholders, discuss project objectives, roles, and responsibilities, and establish a project SS4A Action Plan/timeline.
- Conduct Progress Meeting(s) (Task 1.2)
  This task involves scheduling and conducting regular progress meetings throughout the project. Three of these meetings will be held in person.
- Project Coordination and Invoicing (Task 1.3)
  This task entails managing and coordinating various project activities, ensuring effective communication between team members, and handling invoicing processes related to the project.

TASK 2 – LEADERSHIP COMMITMENT AND GOAL SETTING

This task will involve coordinating with and providing information, to City leaders and stakeholders, necessary to foster support and encourage a consensus to meeting the goals of the SS4A Action SS4A Action Plan

Task 2 Deliverables:

- Develop Goals, Objectives, and Performance Measures (Task 2.1)
  This task involves working with the project leadership to define specific goals, objectives, and performance measures that align with the project's overall objectives.
- Develop Commitment Documentation (Task 2.2)
  In this task, the focus is on creating formal documentation that outlines the commitment of the project leadership towards achieving the defined goals and objectives.
- Assist Staff with Presentations to Leadership (Task 2.3)
  In this task, the CONSULTANT and staff will provide information to and seek recommendations of the City Council for action to be taken.

TASK 3 – SS4A ACTION PLANNING STRUCTURE

This task involves identifying key stakeholders and members of the Project Steering Committee for recommendation to the City Council and other leadership in the community. The format of communications will be discussed with City staff.

Task 3 Deliverables:

- Develop Committee (Task 3.1)
  This task involves establishing a committee comprising relevant stakeholders who will contribute to the SS4A Action Planning and decision-making processes of the project.
- Prep and Conduct Committee Meetings (Task 3.2)
  This task includes preparing and conducting committee meetings, enabling collaboration and discussion among the committee members.
- Documentation (Task 3.3)
  This task focuses on documenting the outcomes, decisions, and actions resulting from the committee meetings.

TASK 4 - SAFETY ANALYSIS

The CONSULTANT will perform an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City of Mount Dora using all available resources.

A benchmark crash data analysis for all roadways (to the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership) will be performed. Five (5) years of reportable crash data will be included for all public roads. This will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.).

Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High Injury Network). The benchmark crash data will include geographic locations of crashes with related attribute data in an MS Excel and ArcGIS format, tables and maps of crash types and factors, comparisons of crash frequency data to other areas of Florida, and initial crash rates based on regional Vehicle Miles of Travel. The benchmark crash data will include crash data involving alternative modes (pedestrians, bicyclists, public transit users, etc.) and crash data within underserved communities within the jurisdiction(s), noting any disproportional safety impacts. The safety analysis should include both the number and the rate of Fatal and Serious Injury (F&SI) crashes on all year-round public roadways. The safety analysis should include bike/pedestrian screening based on risk factors, as accidents involving these road user types are historically underreported.

An analysis of the effectiveness of mitigation strategies to address risk factors such as benefit/cost, crash reduction, Highway Safety Manual procedures, or other proven methods shall be included.

In addition, an overlay of equity focus areas will be included in the spatial analysis from sources such as the United States Department of Transportation (USDOT) Area of Persistent Poverty/Historically Disadvantaged Community Tool. The SS4A Action SS4A Action Plan should include an analysis of vulnerable road users which identifies potential high-risk locations and develops systemic and/or specific mitigation strategies. A heavy emphasis on outreach and consensus building is anticipated to be included in these analyses.

Task 4 Deliverables:

- <u>5-Year Crash Analysis</u> (Task 4.1)
  This task involves conducting a comprehensive analysis of crash data from the previous five years to identify patterns, trends, and areas of concern related to safety.
- <u>Documentation</u> (Task 4.2)
  In this task, the findings and analysis from the crash data are documented, highlighting key observations and recommendations for improving safety.

TASK 5 - ENGAGEMENT AND COLLABORATION

The Engagement SS4A Action Plan will include extensive involvement with local entities that focus on underserved populations, elected officials, municipal engineering and SS4A Action Planning staff, safety interest groups, existing state and local safety SS4A Action Plans, as well as key stakeholders such as public safety agencies, school districts, hospitals, bicycle advocacy groups, and transportation agencies. This task will ground the Engagement SS4A Action Plan with authentic public input. The task will incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders and those who are most impacted by traffic fatalities and serious injuries. The CONSULTANT in coordination with the PSC will identify safety priorities and continuously engage both the PSC and the public. The CONSULTANT will prepare a technical memo on priority issues based on a comprehensive understanding of all stakeholder input.

The Stakeholder Engagement SS4A Action Plan will detail specific engagement methods that are uniquely tailored to involve a diverse range of audiences, including consideration of how to reach a diverse range of stakeholder's representative of the region's geography and demographics. Activities may include regional public workshops; outreach to community leaders, local decision-makers, and local staff to understand current SS4A Action Planning practices and priorities; community-based discussions of multi-modal safety along high-crash corridors and in areas where people are disproportionately impacted; and a variety of opportunities for technical stakeholders and the public to provide comments on draft recommendations. These methods may be conducted using virtual tools as well as in-person methods if the CONSULTANT determines normal in-person methods are not achieving representative input. A summary of each engagement opportunity, including the activity, the feedback received, and participants engaged, will inform the final report.

Public Engagement and Collaboration will run concurrently and in conjunction with all Tasks. Early efforts in the process should focus on listening and learning about public concerns. Later efforts may solicit responses to analysis findings and recommendations. Virtual engagement tools must ensure equitable and representative participation and can be used to substitute and expand upon traditional in person methods, including but not limited to virtual public meetings; surveys; online visualizations; and social media tactics to solicit stakeholder feedback.

Task 5 Deliverables:

- Community Engagement Plan (Task 5.1)
  This task involves developing a SS4A Action Plan to engage and involve the community in the project, ensuring their input and feedback are considered throughout the process.
- Meeting Prep (Task 5.2)
  This task entails preparation of meetings, including coordinating logistics, inviting participants, and gathering necessary materials.
- Round 1 Meeting (Task 5.3)
  This task involves conducting the first round of in-person meetings with community members to present project information, gather feedback, and address concerns.
- Round 2 Meeting (Task 5.4)
  Similarly, this task involves conducting the second round of in-person meetings to provide updates, gather additional feedback, and ensure ongoing community involvement.
- Round 3 Meeting (Task 5.5)
  This task involves conducting the final round of in-person meetings to present the project's progress, address any outstanding concerns, and gather final feedback from the community.
- Stakeholder Meetings (Up to 3 meetings each) (Task 5.6)
  This task involves organizing and conducting meetings with stakeholders who have a vested interest in the project, including local businesses, organizations, and agencies.
- Documentation (Task 5.7)
  This task focuses on documenting the outcomes, feedback, and suggestions obtained from community engagement and stakeholder meetings.

TASK 6 – EQUITY CONSIDERATIONS

The SS4A Action SS4A Action Plan will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment. The SS4A Action SS4A Action Plan

will further focus on the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly those who walk or bike in underserved communities.

The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. In support of Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities, the CONSULTANT, shall assess the focus areas and identified strategies of the SS4A Action SS4A Action Plan through a lens of racial equity. The CONSULTANT will conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment of proposed countermeasures and projects. This task builds on the completed analysis and will allow socio-demographic data to be overlayed with technical data and will help inform and identify intersections and road segments of need. In doing so, the CONSULTANT will include efforts to remove barriers to and provide equal access to opportunities and benefits proposed and increase investment in underserved communities and individuals in the City of Mount Dora.

Task 6 Deliverables:

- Equity Analysis (Task 6.1)
  This task involves conducting an analysis to assess the impact of the project on various demographic groups and ensuring equitable outcomes in terms of safety improvements.
- Documentation (Task 6.2)
  This task focuses on documenting the findings of the equity analysis, highlighting any disparities or recommended actions to promote equity in the project.

TASK 7 – POLICY AND PROCESS CHANGES

The CONSULTANT shall provide an assessment of current policies, SS4A Action Plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety.

The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety, the SS4A Action SS4A Action Plan will recognize that to attain the goal of zero fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact both human behavior, emergency response, and administrative actions. Other policy-oriented decisions include but are not limited to, land use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness because of the disproportionally high environmental and climate-related cumulative impacts on health in disadvantaged communities.

After the review of the assessment and consultation with the PSC, the CONSULTANT will provide a draft set of policy and process recommendations to be reviewed by the City. Additional meetings may be held with elected officials and City leadership for recommendations to be incorporated into the final SS4A Action SS4A Action Plan. The SS4A Action Plan will discuss implementation steps for each of the selected policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The staff will work with City leadership and elected leaders to implement and adopt the recommended policy, guidelines, or standards.

Task 7 Deliverables:

- Review Current Policies and Processes to Address Safety (Task 7.1)
  This task involves reviewing existing safety policies and processes and identifying gaps or areas that require improvement.
- Develop Recommended Changes (Task 7.2)

Based on the review, this task involves developing recommended changes to policies and processes to enhance safety measures.

TASK 8 – STRATEGY AND PROJECT SELECTION

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and equity considerations, as well as stakeholder and public input, that will address the safety problems described in the SS4A Action SS4A Action Plan. These strategies, countermeasures, and projects focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations have been identified and mitigated, and discussed in prior tasks.

Once identified, the list of projects and strategies will be prioritized by time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). Projects and strategies will include Federal Highway Administration Proven Safety Countermeasures and the National Highway Traffic Safety Administration Countermeasures That Work. The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety. The list will be ordered, within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. For information accessibility, the list of projects and strategies will be mapped for public consumption. Where relevant and feasible, high priority projects at specific road segments or intersections should include a level of detail sufficient to enable the pursuit of funding either through a Safe Streets and Roads for All Implementation Grant, a Highway Safety Improvement Program, or any other grant or program funding.

Task 8 Deliverables:

- Project Prioritization Criteria (Task 8.1)
  This task involves developing criteria and guidelines for prioritizing safety projects at the top 20 high crash locations.
- Develop Projects to Improve Safety at Top 20 High Crash Locations (Task 8.2)
  This task entails developing specific projects and interventions to address safety issues at the identified high crash locations.
- Develop Area Wide Strategies to Address Identified Safety Issues (Task 8.3)
  This task focuses on developing broader strategies and initiatives to address safety issues across the entire area or region.
- Documentation with Staged Improvement SS4A Action Plan (Task 8.4)
  In this task, the outcomes, strategies, and project SS4A Action Plans developed are documented, along with a Staged Improvement SS4A Action Plan outlining the timeline and implementation approach.

TASK 9 – PROGRESS AND TRANSPARENCY

The method for assessing progress is intended to allow the City a way to independently gauge mitigation effectiveness and help refine future application strategies. Progress should measure both mitigation efforts (quantity of safety improvement implemented) and reduction in the number and rate of fatal and serious injury incidents.

The CONSULTANT will provide a methodology to measure progress over time after the SS4A Action Plan is developed, including outcome data, to ensure ongoing transparency is established with the

public and other stakeholders. The methodology, such as a web-based Dashboard, must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and the public posting of the SS4A Action Plan online. The methodology shall include a recommended update schedule for the SS4A Action and maintenance schedule for all public-facing components. This means to measure progress will be web-based and built on a platform that is web-based and subject to the City Information Technology Division approval. City staff will assume responsibility for continuous updates of this website after completion of the SS4A Action Plan.

Task 9 Deliverables:

- Develop a Scorecard to Track Status (Task 9.1)
  This task involves developing a scorecard or performance tracking system to monitor and report the progress of the project in achieving its safety goals and objectives.
- Develop Website Content to Display Actual vs. Targets (Task 9.2)
  This task focuses on developing content for a project website that displays the actual progress made compared to the defined targets and provides updates to the public.

TASK 10 – SS4A ACTION SS4A ACTION PLAN

The CONSULTANT is required to adhere to Table 1 "Action SS4A Action Plan Components" as outlined in the FY23 NOFO (#20.939) during the development of the SS4A Action Plan.

The CONSULTANT should exercise meticulous attention to detail, adhere to professional writing standards, and ensure that the language used in the report is clear, precise, and free from errors. The final report should be formatted in a professional manner and be ready for presentation and dissemination to the project stakeholders, relevant authorities, any other identified recipients, and the public. Both the draft and final reports should demonstrate the consultant's expertise, knowledge, and ability to synthesize complex information into a coherent and actionable document. The reports play a critical role in communicating the outcomes, recommendations, and the overall SS4A Action to the project stakeholders and serve as a reference for decision-making and implementation.

The CONSULTANT should maintain effective communication with City staff, incorporating their feedback and addressing any concerns or questions related to the draft and final reports. Additionally, the CONSULTANT should ensure that the reports are delivered within the agreed-upon timelines and meet all specified requirements as outlined in the scope of work and the request for proposal.

By delivering a comprehensive and well-executed SS4A Action Plan Report, the CONSULTANT will contribute to the project's success, facilitate effective decision-making, and provide a roadmap for implementing safety measures and improvements.

This task will develop recommendations in a final report for how the City can improve safety outcomes on our roadways. The SS4A Action Plan will prioritize evidence-based infrastructure recommendations that address data findings from previous tasks. Non-infrastructure recommendations may be included based on clear evidence; enforcement recommendations may only be included after consultation with the PSC. The SS4A Action Plan will incorporate complementary regional and local frameworks for action. The SS4A Action Plan’s framework will address safety within the City: City goals and SS4A Action Plans; project evaluation and prioritization; funding allocation; regional coordination; and federal performance targets.

The Strategy’s local framework will establish best practices for the City of Mount Dora, including safety-focused project development and “Vision Zero” strategies. The “Vision Zero” strategies will include commitments for the City by providing a reasonable date to reach zero fatalities or will set one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date. The SS4A Action Plan shall address considerations of equity in policies and implementation of

projects and measures as well as discuss implementation and adoption of revised policies, guidelines, and/or standards based on the analysis performed in previous tasks.

A key outcome of the SS4A Action Plan will be estimating and identifying projects that will help achieve progressively lower roadway fatalities and injuries each year. Based on review of current polices and processes, the CONSULTANT will develop strategies consistent with reporting needs for FHWA Safety Performance Targets. Strategies in this task will compare current and alternate methods that support progressively lowering safety targets for crashes located within the City boundary. The final report will summarize data analysis and policy recommendations and incorporate graphical illustrations.

The CONSULTANT shall develop criteria for project prioritization in coordination with the project team and based on development of a prioritization process shall provide recommendations to include specific projects, policies, guidelines, and/or standards, countermeasures, and strategies developed for implementation to address the safety issues identified, including time ranges when the recommendations can be implemented.

Consultant recommendations shall include specific projects developed for implementation including analysis for cost effectiveness. Recommendations should contain enough detail to support implementation categorized by time frame (e.g. 2- year, 5- year and 10-year actions), an improvement cost based on conceptual design. The CONSULTANT shall also compile an implementation matrix providing for implementation and updates to existing policies, programs, and practices as well as the proposed improvements from this SS4A Action Plan.

The SS4A Action Plan will identify possible barriers for implementation (including but not limited to funding, legislation, and staffing) and include cost estimates and potential funding sources (local, state and federal) and the role of implementing strategies. The SS4A Action Plan shall also include target performance measures and benchmarks to monitor progress to include recommendations for data collection and reporting analysis, and tools and techniques to monitor progress over time.

The SS4A Action Plan will be succinct and accessible for the public, elected officials, and practitioners.

Task 10 Deliverables:

- Draft SS4A Action Report (Task 10.1)
  In this task, the CONSULTANT is responsible for preparing a preliminary or initial version of the SS4A Action Plan. The draft report should encompass all the relevant components, findings, analysis, strategies, and projects discussed and developed throughout the project. The CONSULTANT should ensure that the draft report is comprehensive, well-structured, and aligns with the requirements outlined in the scope of work.

- Final SS4A Action Report (Task 10.2)
  Once the draft report has been reviewed and any necessary revisions or adjustments have been made, the CONSULTANT will proceed to develop the final version of the SS4A Action Plan. The final report should incorporate any feedback or recommendations provided during the review process. The CONSULTANT must ensure that the final report is polished, accurate, and reflects the complete and updated SS4A Action Plan. It should clearly and concisely summarize the project's objectives, methodologies, key findings, strategies, projects, timelines, and performance measures. The report should also include appropriate visuals, graphs, and supporting documentation to enhance its readability and comprehensibility.

Compensation

For this project, compensation will be determined via a negotiated contract with the successful Proposer.

Method of Award

Florida Statute 287.055, The Consultants' Competitive Negotiation Act, will be followed to secure the required firm. The City Purchasing Coordinator will be responsible for the selection process and will be the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this RFQ, the City may utilize site visits or may request additional material, information, presentations or references from the Respondent(s) submitting qualification packages.

Pursuant to Chapter 472, Florida Statutes, firms or individuals must be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statutes.

Respondents must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award. Location, listing of subcontractors and respective percentage of use, are a listed evaluation factor under CCNA.

Each Proposal submittal will be evaluated for conformance as responsive and responsible using the following criteria in order of preference:

A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)

B. Proposals will be evaluated based upon the greatest benefits to the City and the following criteria listed in order of descending importance: (Responsible)
   1. Firm's qualifications
   2. Past Performance. In order to evaluate past performance, all Vendors are required to submit a list of three (3) verifiable references. Relevant projects completed within the last three (3) years that are the same or similar in magnitude to this RFQ. The City may be listed as a reference. Use the References Form included in the Required Forms section of this RFQ.
   3. Proposed materials and plans to accomplish tasks:
   4. All technical specifications associated with this Solicitation; and
   5. Financial Stability: A Dun and Bradstreet report may be used by the City to evaluate Vendor's financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit for the last available fiscal year.

Award will be made to the most responsive, responsible Vendor(s) whose Proposal represents the best overall value to the City when considering all evaluation factors (no additional details.)

Per Section 287.05701, Florida Statutes, the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

The City reserves the right to make awards to one or more Vendors to reject any and all offers or waive any minor irregularity or technicality in Proposals received.

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

Contract Negotiations:

1. Purchasing Coordinator will schedule contract negotiations with the consultant achieving the highest final score and subsequent ranking. If no tentative pricing agreement can be reached with that consultant, then negotiations will terminate and move to the second highest ranked consultant and so on throughout the "shortlist", never returning to a previously terminated consultant.

2. Upon approval of the negotiated contract, a recommendation will be submitted to the City of Mount Dora Council for award of the contract.

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in the contract/agreement and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Contract Period:

The period of performance for work performed under this solicitation is from the date of award through project completion with final written acceptance by the City.

The City shall utilize the following Action Plan Schedule for the needed services:

Milestone	**Schedule Date**
Planned Draft Action Plan Completion Date	2/28/2025
Planned Action Plan Completion Date	4/30/2025
Planned Action Plan Adoption Date	6/30/2025
Planned SS4A Final Report Date	8/31/2025

Successful proposer shall deliver to the City the Completed Action Plan no later than April 30, 2024 but the contract/agreement period shall end on August 31, 2025.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Bid/Proposal

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.
These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time

b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes

c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Specific format of the invoice shall be worked out between the City and the Consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $200,000, bonds shall be submitted to the Purchasing Manager within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 p.m., local time, on or before July 31, 2024 via electronic submission at www.demandstar.com **only.**

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An **Evaluation Committee (EC)** of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.

2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ.**

3. All EC members shall review the Request for Qualifications (**RFQ**) issued.

4. The EC members shall review each **RFQ** individually and score each submittal based on the evaluation criteria state herein.

5. Prior to the first meeting of the EC, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the EC will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make

modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

   Proposer is representing that each person listed or referenced in the response package will be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case the proposer must be able to promptly provide a qualified replacement. Any replacement person is subject to prior written City approval.

In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained. However, any Qualification that contains such variances may be considered non-responsive.

3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.

4. Qualification submittals should be tabbed as noted below.

5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

REQUEST FOR QUALIFICATION (RFQ)
TITLE

Table of Contents: Provide clear identification of the material by section and by page number

Tab I — Approach to the Project.
- Consultant recognized & identified special circumstances on the project.
- Consultant provided logical approach to tasks and issues of the project.

Tab II — Professional qualifications necessary for satisfactory performance.
- Project manager and key members are qualified to perform the work categories on the project.
- Consultant's knowledge of standards and procedures.
- Project Team identified/experiences in projects of this nature and size.

Tab III — Specialized experience and technical competence for this type of work.
- Consultant provided comparable projects they have been involved with.

Tab IV — Past projects show contracts w/government agencies and private industry.
- Project listing showing similar projects and capabilities performed.

Tab V — The capacity to accomplish the work in their proposed completion schedule.
- Consultant has adequate staff for this project.

Tab VI — Understanding of the Project.

- Consultant demonstrated understanding of key elements of the project.
- Consultant provided comparable projects they have been involved with.
- Consultant is familiar with traffic engineering studies.

L) Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience. Scoring will be totaled by the Finance Department Purchasing Coordinator. They will then be summed for a total for each consultant. The Consultant which receives the highest rating will be ranked first, the consultant receiving the next highest score will be ranked second, and so on until all consultants have received a final ranking score. Tie scores are allowed as the Evaluation Committee has the option to interview more than three (3) consultants. At least three (3) consultants will be short-listed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

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Submissions will be evaluated on a maximum score basis of 500, with a maximum assignable score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points to be Assigned	Assigned Weight	Maximum Score Possible
Approach to the Project (Tab I)	**20**	**5**	**100**
Professional Qualifications necessary for satisfactory performance. (Tab II)	**20**	**5**	**100**
Specialized experience and technical competence for this type of work. (Tab III)	**15**	**5**	**75**
Past projects show contracts w/government agencies and private industry. (Tab IV)	**15**	**5**	**75**
The capacity to accomplish the work in their proposed completion schedule. (Tab V)	**10**	**5**	**50**
Understanding of the project (Tab VI)	**20**	**5**	**100**
Totals	**100**	**NA**	**500 points**

Formal Oral Presentation/Interview Scoring (if requested):
If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

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7) REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)

1. Proposers Checklist Form
2. Conflict of Interest Affidavit Form
3. F.S.S Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Grant Funding Compliance Form
6. Vendor Certification Regarding Scrutinized Companies' List Form
7. Proposers Qualification Form
8. Declaration Statement Form
9. Insurance Requirements
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Qualifier Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. References Form
15. Public Entity Crimes Statement Form
16. Firm Information Form
17. Attachment 1: Sub-Consultant Listing Form (separate Excel Spreadsheet)
18. Attachment 2: Location of Work to Be Completed (separate Excel Spreadsheet)
19. Completed W9 Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

<u>I M P O R T A N T</u>: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda has been signed and included.

☐ The Bid will be electronically delivered in time to be received no later than the specified due date of _____, 2024 and time of _____. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, _____(person)_____, as the _____(title)_____ of _____(entity)_____, do hereby certify that _____(entity)_____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

_____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) *(Insert Company Name)*

3. The Company was formed in _____and is a _____.
(Country and State) *(List the Type of Entity (ex.: LLC, Inc., etc.)*

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or

b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION

Project Name: _____ Project Number: _____

Project Location:_____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-PW-015.

Dated this ___ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

_____
Name of Firm

_____
Signature

_____
Printed Name

_____Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

_____

Address: _____

_____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

_____

_____

_____

OTHER INFORMATION ABOUT PROJECTS:

_____

_____

_____

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

_____

_____

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**
Attach additional page if necessary.

$_____Total Value for work done on all PAST completed and similar projects.

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)
_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-PW-015, "Engineering Services – Vision Zero Safety Action Plan SS4A"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-PW-015.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFQ Number and **TITLE**
.

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

I am the _____of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-PW-015.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-PW-015, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-PW-015, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-PW-015 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

_____
(stamp) NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #24-PW-015
"Engineering Services – Vison Zero Safety Action Plan SS4A"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

_____(Proposer) guarantees its Response to RFQ #24-PW-015 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this_____day of_____,_____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____

(Print Name)

Corporate Secretary: _____

(Print Name)

Corporate Treasurer: _____

(Print Name)

CORPORATE SEAL

Attest By: _____

Secretary

Signature:_____Date: _____

Remainder of Page Intentionally Left Blank

COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-PW-015

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

_____

(stamp) NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the prime firm has provided services described, excluding the City of Mount Dora, in this Qualification for five (5) years or more within the last five (5) years. On a separate sheet, state the service performed, size of the project, and the final or anticipated construction cost for the project. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

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 the City of Mount Dora by:_____ [NAME] as the _____[TITLE] of _____[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA 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 CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp) _____

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

RFQ #24-PW-015

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project. Sub-consultants will perform no more than 30% of any project.

Refer to Attachment 1- Team Composition (Excel Spreadsheet)

Remainder of Page Intentionally Left Blank

EXHIBIT "A"

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855

gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.

ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.

jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21

j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Government wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139
e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1 TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-

discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that
(1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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 a 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. 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, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

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 participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or
(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

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TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.
For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

1) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction

contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.

- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.

(h) Certifications.

i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D

FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**. **[Recipient name]** states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By_____

Date

Signature of Recipient's Authorized Representative

[insert name]

_____

Name

[insert title]

_____

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____ By: _____

Date

Signature of USDOT's Authorized Representative

[insert name]

_____

Name

[insert title]

_____

Title

EXHIBIT “B”

FEDERAL TRANSIT ADMINISTRATION CLAUSES

EXHIBIT "B"

FEDERAL TRANSIT ADMINISTRATION CLAUSES

The provisions of this Exhibit C are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

ARTICLE FTA-1. DEFINITIONS

1.1 **C.F.R**: The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their contractors and subcontractors.

1.2 **DOT:** The acronym referring to the United States Department of Transportation. Also represented as USDOT.

1.3 **EPA:** The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.

1.4 **FTA** : The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.

1.5 **U.S.C**: The acronym referring to the United States Code.

ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

2.1 **Access to Records**. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), CONTRACTOR agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") contractor, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311.

2.2 Access to the Sites of Performance. CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this Contract as may reasonably may be required.

2.3 Reproduction of Documents. The Contractor will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2.4 Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. CONTRACTOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section.

ARTICLE FTA-3. RESERVED

ARTICLE FTA-4. CARGO PREFERENCE

4.1 Reserved.

4.2 Fly America Requirements The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to user U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. RESERVED

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

6.1 The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the CONTRACTOR certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for

debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this Contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the COUNCIL, the Federal Government may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONTRACTOR will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

7.1 Clean Water Act. For any project of $150,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

7.2 Clean Air Act Compliance. For any project of $150,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The CONTRACTOR agrees to report each violation to COUNCIL and understands and agrees that COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

7.3 Energy Conservation. CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

7.4 Reserved.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of $100,000 or more, the CONTRACTOR is required to make the following certifications. The CONTRACTOR must also require its contractors or subcontractors to make the following certification in any contracts or subcontracts valued at or above $100,000.

8.1 Certification of Restrictions on Lobbying; Disclosure. The CONTRACTOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which COUNCIL has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By its signature on this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Section 3801, et seq., apply to this certification and disclosure, if any.

ARTICLE FTA-9. RESERVED

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

10.1 National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts

11.1 Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement is has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties

that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

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ARTICLE FTA-12. CIVIL RIGHTS

Under this Contract, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

12.1 Nondiscrimination.

12.1.1 **Nondiscrimination in Employment.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 **Nondiscrimination in Contracting.** The CONTRACTOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the CONTRACTOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 **Race, Color, Religion, National Origin,** Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

12.2.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health

and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

12.2.3 **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

12.3 Inclusion in Subcontracts. The CONTRACTOR agrees to include the requirements of this article FTA-12 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

13.1 Federal Changes. The CONTRACTOR shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Contract, shall constitute a material breach of this Contract.

13.2 No Obligation by the Federal Government. The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

13.3 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and

in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) – WITH GOAL

14.1 Nondiscrimination. Pursuant to 49 CFR part 26, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this Contract.

14.2 Prompt Payment.

14.2.1 Reserved.

14.2.2 The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the CONTRACTOR has received any retainage payment from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL.

14.2.3 The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this Contract until the same is finally accepted by the COUNCIL.

14.2.4 The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

14.2.5 The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this Contract.

14.3 DBE Good Faith Efforts.

During the term of this Contract, the CONTRACTOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under

the contract, and that the CONTRACTOR meets its DBE commitment as set forth in its proposal. These efforts shall include, without limitation, the following:

14.3.1 If CONTRACTOR requests substitution of a DBE subcontractor or supplier listed in its Document Disadvantaged Business Enterprise Information and Certifications form, the CONTRACTOR shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of the COUNCIL

14.3.2 CONTRACTOR shall not terminate for convenience any DBE subcontractor or supplier listed in its Disadvantaged Business Enterprise Information and Certifications form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of the COUNCIL

14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, CONTRACTOR shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.

14.3.4 The dollar amount of amendments or any other contract modifications will be entered into the DBE Contract Monitoring System (CMS).

14.3.5 The CONTRACTOR will identify a "DBE and Workforce Liaison" who will serve as a single point of contact for all CONTRACTOR DBE and Workforce issues.

14.3.6 Failure to comply with the provisions of this section FTA-14.3 may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

14.4 Reporting.

14.4.1 The CONTRACTOR will submit monthly progress reports to the COUNCIL reflecting its DBE participation through the CMS.

14.4.2 Upon award of a contract a representative from the COUNCIL will assign the DBE and Workforce Liaison a CMS user account and provide a CMS User Manual detailing the following guidelines.

14.4.3 All committed DBE subcontractors to be used on the contract must be entered into the CMS system.

14.4.4 All DBE billing, submitted during the reporting period, must be finalized and entered into CMS prior to submission of CONTRACTOR'S payment application.

14.4.5 Any changes to the DBE subcontractor list or their amounts must be entered into CMS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.

14.4.6 All payments made to DBE firms must be finalized and entered into CMS within 10 days of receipt of payment from the COUNCIL.

14.4.7 Failure to submit this report in a timely manner will result in a penalty of $10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to the COUNCIL's DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means receipt in the contract compliance function of the COUNCIL's Office of Diversity and Equal Opportunity by the close of business on the fifteenth (15th) of the following month.

14.5 Review of Good Faith Efforts

14.5.1 The COUNCIL's Office of Equal Opportunity will review the CONTRACTOR's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of CONTRACTOR as stated in its proposal.

14.5.2 If it is determined that the CONTRACTOR's DBE utilization under the contract is not consistent with its commitment, the CONTRACTOR will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The CONTRACTOR shall be given ten (10) working days to submit this documentation. Failure to respond shall place the CONTRACTOR in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.

14.5.3 The CONTRACTOR's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. COUNCIL staff shall make a determination as to the adequacy of the CONTRACTOR's good faith efforts documentation and so inform the CONTRACTOR. If it is determined that the CONTRACTOR's good faith efforts documentation is acceptable, the CONTRACTOR will be deemed to be in compliance with the DBE program.

14.5.4 If it is determined that the CONTRACTOR's good faith efforts documentation is not acceptable, the CONTRACTOR will be notified and be deemed to be in non-compliance with the DBE program.

14.5.5 Non-compliance by the CONTRACTOR with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

14.6 Administrative Sanctions.

14.6.1 If the COUNCIL deems the CONTRACTOR to be in non-compliance with the DBE requirements of this Contract, the COUNCIL will inform the CONTRACTOR in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals Professional Technical Services and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.

14.6.2 The CONTRACTOR has five (5) working days from the date of the notice to file a written appeal to the COUNCIL's Regional Administrator. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The Regional Administrator or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the

written appeal. There shall be no right of appeal to the COUNCIL's governing board.

14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the CONTRACTOR for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by the COUNCIL as retained on the contract; denial to the CONTRACTOR (including its principal and key personnel) of the right to participate in future contracts of the COUNCIL for a period of up to three years; and/or termination of the contract for cause.

ARTICLE FTA-15. RESERVED

ARTICLE FTA-16. RESERVED

ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS

The requirements of this Article apply to all contracts for experimental, developmental, or research work purposes. Certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. The CONTRACTOR shall grant the COUNCIL intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

17.1 The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

17.1.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and

17.1.2 Any rights of copyright purchased by the CONTRACTOR using Federal assistance in whole or in part by the FTA.

17.2 Unless FTA determines otherwise, the CONTRACTOR performing experimental, developmental, or research work required as part of this Contract agrees to permit

FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

17.3 Unless prohibited by state law, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The CONTRACTOR shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

17.4 Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

17.5 Data developed by the CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the CONTRACTOR identifies those data in writing at the time of delivery of the Contract work.

17.6 The CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES

18.1 Seat Belt Use.

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third party agreement related to this Contract.

18.2 Distracted Driving, Including Text Messaging While Driving.

The CONTRACTOR agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

(1) The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.

(2) The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The CONTRACTOR agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

CONTRACTOR certifies through the signing of this Contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the CONTRACTOR does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The CONTRACTOR will include this certification as a flow down clause in any contract related to this Contract

ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

20.1 When applicable contracts in excess of $175,000, and all non-procurement transactions, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of $25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

20.2 Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Council and FTA's Region 5 Office's FTA Chief Counsel and Regional Counsel. The Contractor must include these requirements as a flow down clause in any subcontract related to this Contract.

20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

END OF DOCUMENT

EXHIBIT "C"

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Revision date: March 28, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7
PURPOSE

- **Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:
    - timely completing the Project; and
    - ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable.

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

a. The Recipient shall complete the Project under the terms of this agreement.

b. The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

c. The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

d. The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Program Performance Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. If the Designation in Section 2.5 is "Implementation," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 Section 24112(h) Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:

(1) the costs of carrying out the project;

(2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and

(3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor;
(2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Primarily iron or steel" means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

18.3 Engineering and Design Services. The Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities For Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

21.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

(a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

• (3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Government wide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date

identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts: Attachment A

Performance Measurement Information
Attachment B Changes from Application
Attachment C Racial Equity and Barriers to Opportunity Attachment D
Climate Change and Environmental Justice Impacts Attachment E Labor and Workforce
Attachment F Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program", dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A Applicable Federal Laws and Regulations Exhibit B
Additional Standard Terms
Exhibit C Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

"**SS4A Grant**" means an award of funds that were made available under the NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

EXHIBIT “D”

CITY EXECUTED GRANT AGREEMENT

1. Award No.
693JJ32340533

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
City of Mount Dora

Unique Entity Id.: KRYJPNM9B9M7
TIN No.: 59-6000380

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
24 months from effective date of award

7. Total Amount

Federal Share:	$160,000
Recipient Share:	$40,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$200,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSSP230260PR

11. Federal Funds Obligated
$160,000

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

15. Description of Project

City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

RECIPIENT
16. Signature of Person Authorized to Sign

SEPT 21, 2023

Signature Date
Name: Crissy Stile
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date
Name: Okpemitoritse (Torishay) Onuwaje
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Mount Dora (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the. City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated March 28, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Mount Dora, Florida Action Plan Application

Application Date: 9/15/2022

2.2 Award Amount.

SS4A Grant Amount: $160,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on page 1.

2.4 Budget Period

Budget Period End Date: See Section 6 on page 1.

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Mount Dora to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	2/28/2025
Planned Action Plan Completion Date:	4/30/2025
Planned Action Plan Adoption Date:	6/30/2025
Planned SS4A Final Report Date:	8/31/2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$160,000
Other Federal Funds:	0
State Funds:	0
Local Funds:	$40,000
In-Kind Match:	0
Other Funds:	0
Total Eligible Project Cost:	$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$160,000	$40,000	$200,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$160,000**	**$40,000**	**$200,000**

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

KRYJPNM9B9M7

4.2 Recipient Contact(s).

George Marek
Director of Public Works
City of Mount Dora
900 N. Donnelly Street, Mount Dora, FL 32757
(352) 630-8164
marekg@cityofmountdora.com

4.3 Recipient Key Personnel.

Name	Title or Position
George Marek	Director of Public Works

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-6409
darren.thacker@dot.gov

and

Hector R. Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 493-2402
hector.santamaria@dot.gov

and

Ashley M. Cucchiarelli
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Lina Maldonado
Agreement Officer's Representative (AOR)
District Transportation Engineer
400 W Washington St 4200
Orlando, FL 32801
407-867-6401
lina.maldonado@dot.gov

and

Jamie Christian
Florida Division Office Point of Contact
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
850-553-2202
florida.fhwa@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,

Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Mount Dora, Florida

Baseline Measurement Date: 12/1/2023

Baseline Report Date: 2/1/2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No change.

Schedule: No change.

Budget: No change.

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

It is a goal of the Project to improve racial equity and reduce barriers to opportunity. This will be part of the scope of work assigned to our action plan consultant. The effort will be evident in the various projects proposed in our action plan.

EXHIBIT "E"

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Join Zoom Meeting
https://us06web.zoom.us/j/82442230534?pwd=RnLKaaGwD8hCdsCalZV6fYzESVFCoa.1

Meeting ID: 824 4223 0534
Passcode: 702938

One tap mobile
+13052241968,,82442230534#,,,,*702938# US
+13092053325,,82442230534#,,,,*702938# US

Dial by your location
• +1 305 224 1968 US
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)
• +1 646 558 8656 US (New York)
• +1 646 931 3860 US
• +1 301 715 8592 US (Washington DC)
• +1 669 444 9171 US
• +1 689 278 1000 US
• +1 719 359 4580 US
• +1 720 707 2699 US (Denver)
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US

RFQ # 24-PW-015
ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A
ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 24-PW-015-ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A** for the above as fully and completely as if the same were fully set forth therein.

~~~~~~

CLARIFICATIONS:

Section 5- (K) on page 17-

Currently reads as:

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

Now reads as:

Each Proposer must submit, with their bid/proposal, all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is submitting as a primary, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Will the City accept a firm fixed price for the scope of work outlined in the RFQ?

A1. An RFQ does not include pricing at submittal. Pricing is "negotiated" with the City and the #1 ranked firm. If unsuccessful we then move to the #2 ranked firm, and possibly the #3 ranked firm.

Q2. From my understanding Tab 1 – Approach to the Project and Tab VI – Understanding of the Project are virtually the same. What is the city expecting to be different between Tab 1 and Tab 6?

A2. Please see Exhibit A to Addendum 1 for new scoring and criteria. Tab 1 (pg.23) remains as stated; Tab VI (pg.23-24) remove the second bullet (this is addressed under Tab III).
~~~~~~

Q3. Tab III and Tab IV are also confusing because they both appear to be asking for Project Qualifications (Past Projects), but I don't understand what is different between the two sections? Please elaborate.

A3. Please see Exhibit A to Addendum 1 for new scoring and criteria. Leave as written under both above mentioned Tabs. Tab III (pg. 23) is past projects of any origin; Tab IV (pg. 23-24) is past projects specific to Government agencies

Q4. Where are all of the forms expected to be placed in regard to formatting?

A4. Please see Exhibit A to Addendum 1 for new scoring and criteria. Tab VII has been added to formatting and criteria table for required forms.

Q5. Are the Fillable Forms (Excel documents) expected to be submitted via an Excel document or are they to be converted to PDF?

A5. PDF is acceptable.

~~~~~~

~~~~~~

Signature acknowledges receipt and understanding of this addendum.

____

Name/Title

____

Date

Title Page:

REQUEST FOR QUALIFICATION (RFQ) TITLE

Table of Contents: Provide clear identification of the material by section and by page number

Tab I Approach to the Project.

- Consultant recognized & identified special circumstances on the project.
- Consultant provided logical approach to tasks and issues of the project.

Tab II Professional qualifications necessary for satisfactory performance.

- Project manager and key members are qualified to perform the work categories on the project.
- Consultant's knowledge of standards and procedures.
- Project Team identified/experiences in projects of this nature and size.

Tab III Specialized experience and technical competence for this type of work.

- Consultant provided comparable projects they have been involved with.

Tab IV Past projects show contracts w/government agencies and private industry.

- Project listing showing similar projects and capabilities performed.

Tab V The capacity to accomplish the work in their proposed completion schedule.

- Consultant has adequate staff for this project.

Tab VI Understanding of the Project.

- Consultant demonstrated understanding of key elements of the project.
- ~~Consultant provided comparable projects they have been involved with.~~
- Consultant is familiar with traffic engineering studies.

Tab VII Required Forms. (Newly added)

Criteria	Max Criteria Points to be Assigned	Assigned Weight	Maximum Score Possible
Approach to the Project (Tab I)	**20**	**5**	**100**
Professional Qualifications necessary for satisfactory performance. (Tab II)	**20**	**5**	**100**
Specialized experience and technical competence for this type of work. (Tab III)	**15**	**5**	**75**
Past projects show contracts w/government agencies and private industry. (Tab IV)	**15**	**5**	**75**
The capacity to accomplish the work in their proposed completion schedule. (Tab V)	**10**	**5**	**50**
Understanding of the project (Tab VI)	**15**	**5**	**75**
Required Forms (Tab VII)	**5**	**5**	**25**
Totals	**100**	**NA**	**500 points**

ATTACHMENT #2

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Date: August 12, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ # 24-PW–015 Engineering Services - Vision Zero Safety Action Plan SS4A**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On July 01, 2024, RFQ #24-PW-015 was issued and resulted in three timely proposals being received by the opening date of July 31, 2024 at 2:00p.m. The Evaluation Committee met on August 9, 2024 to discuss and score all three proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest.

#1 –Halff Associates, Inc. 1; **#2** – Vanasse Hangen Bristlin, Inc.; **#3** –Forsite Group

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me via e-mail at donovanw@mountdora.gov.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,
Whitney Donovan
Purchasing Coordinator

EVALUATION MASTER WORKSHEET
RFQ# 24-PW-015
SHORTLISTING FINAL SCORING/RANKING
FINAL RANKING

	Michele Janiszewski	George Marek	Misty Sommer	*TOTALS*	*Weighted Total*	RANKING
Proposer						
Forsite Group	**79.00**	**97.00**	**68.00**	***244.00***	***1220.00***	3.00
Halff Associates, Inc.	**98.00**	**97.00**	**95.00**	***290.00***	***1450.00***	1.00
Vanasse Hangen Bristlin, Inc.	**95.00**	**98.00**	**75.00**	***268.00***	***1340.00***	2.00

Whitney Donovan Digitally signed by Whitney Donovan
Date: 2024.08.09 10:30:44 -04'00'

Whitney Donovan Date
Purchasing Coordinator
CITY OF MOUNT DORA PURCHASING DIVISION

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of City of Mount Dora Purchasing Policy Waiver for the One Oak Mount Dora Groves Development Electric Utility Infrastructure.

Introduction:
This is a request for City Council to approve a Purchasing Policy waiver for the One Oak Mount Dora Groves Electric Infrastructure.

Discussion:
The City's Purchasing Policy Section 3.9-3 Developer Reimbursed Procurement authorizes the City Manager to permit purchases of project materials under $250,000 that are reimbursed by a private developer.

Given the current economic environment of high inflation, the Mount Dora Groves South, a private developer-reimbursed project, will exceed the $250,000 threshold requirement. The Electric department has prepared an engineering design and cost estimate for the underground power distribution (See Attachment B). The project estimate totals $487,474.94 with approximately $332,228.54 in materials and contractor costs which have been invoiced to the developer (See Attachment A).

With supply chain disruptions and anticipated long lead times, materials for this project must be ordered in advance to prevent project delays. Therefore, City Council approval is required to waive the $250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the One Oak Mount Dora Groves development.

Budget Impact:
This is a private developer reimbursed project, therefore there is no impact on the City's budget

Strategic Impact:
N/A

Recommendation:

City Council to approve a waiver of the $250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the One Oak Mount Dora Groves project.

Attachment(s):

1. Attachment A - One Oak MD Groves Invoice
2. Attachment B - One Oak MD Groves Design Drawing

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 9/23/2024
	Steve Langley, Electric Utility Director	Approved - 10/3/2024
	Matthew Dodson, Budget Officer	Approved - 10/3/2024
	Rita Meade, Finance Director	Approved - 10/3/2024
	City Attorney, City Attorney	Approved - 10/8/2024
	Jeanann Hand, City Clerk	Approved - 10/8/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/8/2024

CITY OF MOUNT DORA

UPDATED: August 26, 2024

Subject: One Oak - Mount Dora Groves Commercial
SE Corner of US Hwy 441 and JW Simpson Way
City of Mount Dora Electric Utility Development Service

Andrew Hupp
One Oak Development, LLC
Orlando FL
Email: ahupp@oneoakdev.com

Developer Letter of Responsibility

Dear Mr. Hupp,

This letter is to outline responsibilities and projected cost estimate for Power Distribution Facilities to provide electrical service to Lots 1 - 6 of the One Oak - Mount Dora Groves South Commercial development. This scope includes all materials, equipment, labor provided by the City and its' contractors.

Materials for this project will not be ordered until payment received. We encourage this payment to coordinate with your anticipated project schedule, and allowing up to 54 weeks lead-times for these material items. It is anticipated a Mount Dora construction period of 14 weeks once all material items have been received. Pricing is subject to change after 90 days from the above date. In order to successfully coordinate the installation of these facilities, the owner/contractor shall contact Mount Dora Electric Utility Department prior to starting the project. Upon receipt of this letter, any changes made to the design could cause a delay in the service to the customer.

PAYMENT: Detailed Invoice payment and instructions can be found on page 5.

Invoice payment may be made in two steps:

STEP 1 – Initial payment for all project materials.
STEP 2 – Second payment for the remaining labor, equipment and conduit, prior to Electric Utility construction.

STEP 1 – Payment Amount $ 240,821.54
STEP 2 – Payment Amount $ 246,653.40
TOTAL AMOUNT $ 487,474.94

Construction estimate is found on pages 6-7.

SITE DEVELOPMENT UTILITY POWER: This project estimate provides new underground Electric Distribution facilities for development of the One Oak - Mount Dora Groves South Commercial. The estimate accommodates installation of pad-mount switchgear, underground conduit and cable, six(6) pad mount transformers shown below. The transformer sizing for each service does not have provision nor capacity for Electric Vehicle Charging Stations.

MOUNT DORA GROVES COMMERICAL		
Pad Mount Transformers		
M599	Units	kVa
Groves Commercial Lot 1	Circle K	150
Groves Commercial Lot 2	Fifth Third Bank	75
Groves Commercial Lot 3	Texas Road House	300
Groves Commercial Lot 4	First Watch	150
Groves Commercial Lot 5	Multi-Tenent	500
Groves Commercial Lot 6	Chick Fli A	300
Groves Commercial Lot 7	Stormwater Pond	NA
Groves Commercial Lot 8	TBD	TBD

TEMPORARY LINE RELOCATION / CONSTRUCTION POWER: A temporary overhead power line has been constructed to accommodate development. This overhead power line, is constructed solely for temporary purpose, until the underground facilities are installed for the development, and then will be removed. The cost for these facilities and removal have been paid by Mount Dora Groves South II.

The developer / owner / contractor shall provide and or install the following:

1. Easements and Required Clearances:
The developer shall revise and accommodate all required Electric Utility easements as specified in the attached design drawing.

This drawing provides the general easement and specific easements for key electric utility equipment for the project. Distances for the location of key electrical equipment, such as pad mounted switchgear, transformers and vaults are also provided in this drawing.

The Electric Utility will initially commence construction for relocation of the temporary overhead power line. Upon establishment of final development topographic grade and roadway curb installation or survey staking based designated Electric Utility Easement(s). It is critical to contact the City upon curb installation yet prior to roadway finish to allow placement of conduit within areas designated by utility design. Sterling Bagwell, Mount Dora Electric Utility Line Supervisor, will be the point of contact at 352-516-4506. The developer may be charged additional cost(s) if this coordination of roadway and conduit placement is not followed.

The developer is responsible to maintain proper cover over the conduit system and will pay for all costs involved in relocating the conduit and cable if the proper cover (buried depth) is not maintained. As pad mounted equipment is installed the Contractor shall not dig under or within close proximity, without prior consent from the city representative. If this occurs and causes the City's equipment to be in non-compliance with our standards, the developer shall be responsible to all costs in corrective actions. The developer/owner/contractor shall be responsible for any damage to City's equipment, from the start of the project until the project is completed, including damage caused by the owner's/contractor's sub-contractor.

Meter bases must be installed at a minimum height of 4 feet to a maximum height of 5 ½ feet on building walls. The electrical service and meter base shall be located as designated to the City's electrical design. Attachment 5 lists the acceptable MEG approved Meter Sockets. The All meter bases must have provision to accept The City of Mount Dora lock or seal. See The City of Mount Dora's web site *Electric Utility Department* for more details on-line or use the following link: https://ci.mount-dora.fl.us/DocumentCenter/View/1055/Rules-and-Procedures-for-Electric-Service?bidId=Rules and Procedures for Electric Service

2. Inspection

Inspection by the City of Mount Dora does not release the owner/contractor from any required responsibilities stated in this letter. Inspection is only for the customer's convenience by allowing the City of Mount Dora to detect possible errors and to inform the owner/developer of these errors. The owner/developer will pay for any necessary changes due to non-compliance with the requirements specified in this letter. Hopefully, the benefits of this will be a savings to the customer and aid in expediting the project.

3. Application for Electric Service

To obtain electrical service (meter installation) the owner/lessee must make application for service with the City of Mount Dora's Customer Service department. In addition, the final electrical inspection clearance must also be completed. After the application for service and final electrical inspection have been received, the meter will typically be set within 5-7 business days. Application for service can be made by contacting the City of Mount Dora Customer Service department at 352-.735-7105

If there are any further questions, please do not hesitate to contact this office.

Regards,

Wayne R. Zimmerman

Electric Utility Deputy Director
City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757
Email: zimmermanw@cityofmountdora.com
Phone: (352) 735-7155, ex 1815

Pages	Description
5	One Oak MD Groves Electric Service Project Invoice.pdf
6 & 7	One Oak MD Groves Project Cost Estimate.pdf
(Attachment 1)	One Oak MD Groves Electric Utility Design + Easement Reqt.pdf

CITY OF MOUNT DORA

510 NORTH BAKER STREET
MOUNT DORA, FL 32757
PHONE: 352-735-7117
PHONE: 352-735-1406

INVOICE

Customer #:	ONE OAK MD GROVES
Invoice Number:	0000011266
Service Date:	08/26/2024
Invoice Date:	08/26/2024
Terms:	NET 30
Due Date:	09/25/2024
Balance Due:	**$487474.94**

ONE OAK MD GROVES, LLC
SUE SUCEVIC
907 S FT. HARRISON AVE, STE 102
CLEARWATER, FL 33756

NOTES: COSTS FOR ELECTRIC UTILITY SERVICES FOR ONE OAK- M D GROVES
THIS INVOICE WILL HAVE A 2 STEP PAYMENT PROCESS- MATERIALS WILL BE DUE UPFRONT AND THE SECOND HALF BEFORE CONSTRUCTION BEGINS.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.000	MATERIALS	240,821.54	$240821.54
1.000	CONDUIT	66,272.40	$66272.40
1.000	LABOR	88,974.00	$88974.00
1.000	EQUIPMENT	91,407.00	$91407.00

PLEASE MAKE CHECKS PAYABLE TO: CITY OF MOUNT DORA

Total Invoice:	$487474.94
Credits Applied:	$0.00
Payments Applied:	$0.00
Invoice Balance:	**$487474.94**

Please keep top portion for your records

Please detach bottom portion and return with payment

REMITTANCE

REMIT PAYMENT TO:
CITY OF MOUNT DORA
FINANCE DEPARTMENT
510 N.BAKER ST
MOUNT DORA, FL 32757

Customer ID:	ONE OAK MD GROVES
Invoice Number:	0000011266
Service Date:	08/26/2024
Invoice Date:	08/26/2024
Terms:	NET 30
Due Date:	09/25/2024
Balance Due:	**$487474.94**

CUSTOMER:
ONE OAK MD GROVES, LLC

Make Checks Payable to: CITY OF MOUNT DORA

PROJECT COST ESTIMATE AND INVOICE

Project Name: Mount Dora Groves Commercial REV 3b
Address: North Grandview Street
(Direct Eelctric Utiltiy Path to T6 / Common Trench)

CITY OF MOUNT DORA

Page	Description
1	**Summary of Project Expense**
2	**Invoice**
3	**Construction Estimate for Electric Utility Service**

Date 8/26/2024
Prepared By: S. Bagwell
Reviewed: W. Zimmerman

SITE DEVELOPMENT UTILITY POWER: This project estimate provides Underground Electric Distribution facilities for the Mount Dora Groves South Commercial Development. All materials, labor and contract services are included in this pricing. This initial estimate includes service transformers for Lots 1, 2, 3, 4, 5 and 6. Payment may be divided into two steps: The initial payment for materials in the amount of $240,821.54. The second payment prior to MDE construction, in the amount of $246,653.40 for a total of $487,474.94

Materials	$0.00	$240,821.54
Equipment	$0.00	$66,272.40
Labor	$0.00	$88,974.00
Contractor	$0.00	$91,407.00
	Sub-Total	**$487,474.94**

ROADWAY STREET LIGHTING: NA

Materials	$0.00	
Equipment	$0.00	
Labor	$73.32	
Contractor	TOTAL LABOR	
	Sub-Total	**$0.00**

CONSTRUCTION POWER: NA

Materials	$22.64	
Equipment	$74.85	
Labor	$0.00	
Contractor	$0.00	
	Sub-Total	**$0.00**

TOTAL PROJECT COSTS **$487,474.94**

Notes: Invoice instruction is included on page 2.
Materials will not be ordered until payment received.
Material Lead times are up to 54 weeks.
Price subject to change after 90 days from the above date.

ELECTRIC UTILITY DEPARTMENT

Construction Project Estimate - Electric Utility Infrastructure

CITY OF MOUNT DORA

Project Name: Groves Commercial **Date:** 8/21/2024

Address : Mount Dora, Florida 32757 **Prepared By:** Bagwell

MATERIALS	Stock Number	Qty	Unit Cost	Sub-Total
2/0 AL 15kV Primary cable	280-80-00002	10,422	$4.76	$49,608.72
750 primary cable	280-80-00016	383	$10.75	$4,117.25
Pull box	285-009-00007	1	$8,835.79	$8,835.79
Switchgear pse-9	285-067-00004	1	$31,280.00	$31,280.00
box for switchgear	285-067-00005	1	$2,392.75	$2,392.75
lid for switchgear box	285-067-00007	1	$698.15	$698.15
75 kva pad mount 120/208	285-084-00021	1	$8,095.75	$8,095.75
150 kva pad mount 120/208	285-084-00026	2	$20,350.00	$40,700.00
300 kva pad mount 120/208	285-084-00034	2	$19,340.00	$38,680.00
500 kva pad mount 120/208	285-084-00050	1	$35,100.00	$35,100.00
8' concrete poles	725-044-00014	6	$450.00	$2,700.00
dust caps	285-091-00010	39	$19.47	$759.33
Parking bushings	285-091-00011	39	$53.36	$2,081.04
heat shrink	285-091-00012	5	$45.91	$229.55
load break elbows 2/0	285-091-00014	39	$39.89	$1,555.71
750 T-Body	285-091-00016	6	$319.83	$1,918.98
switchgear bushings	285-091-00018	6	$57.33	$343.98
switchgear insulating cap	285-091-00019	6	$58.76	$352.56
loadbreak insert bushing	285-091-00020	6	$81.91	$491.46
z bars connectors	285-092-00025	24	$156.65	$3,759.60
transformer pads 3 phase	285-095-00021	6	$695.00	$4,170.00
CT meters 1000:5	287-037-00050	18	$163.94	$2,950.92
				$240,821.54

EQUIPMENT	Qty	Hours	Rate	Sub-Total
Pick-up Truck - F250	2	160.0	$22.64	$7,244.80
Flatbed Truck - F350	1	200.0	$25.46	$5,092.00
Bucket Truck - Large	3	200.0	$74.72	$44,832.00
Bucket Truck - Small	1	40.0	$51.99	$2,079.60
Line Truck/Digger Derrick	1	80.0	$87.80	$7,024.00
Trencher	0	0.0	$29.53	$0.00
Trencher - Mini	0	0.0	$16.91	$0.00
Excavator	0	0.0	$36.06	$0.00
Air Compressor	0	0.0	$20.98	$0.00
			TOTAL EQUIPMENT	**$66,272.40**

LABOR	Qty	Hours	Hours (Overtime)	Rate	Sub-Total
Line Crew Supervisor	1	160.0	0.0	$81.09	$12,974.40
Lead Line Technician	1	160.0	0.0	$74.85	$11,976.00
Line Technician	3	200.0	0.0	$71.33	$42,798.00
Electric Technician	2	40.0	0.0	$73.32	$5,865.60
Line Apprentice 1rst Class	0	0.0	0.0	NA	NA
Line Apprentice 2nd Class	1	200.0	0.0	$39.69	$7,938.00
Line Apprentice 3rd Class	1	200.0	0.0	$37.11	$7,422.00
Electric Helper	0	0.0	0.0	$29.67	$0.00
				TOTAL LABOR	**$88,974.00**

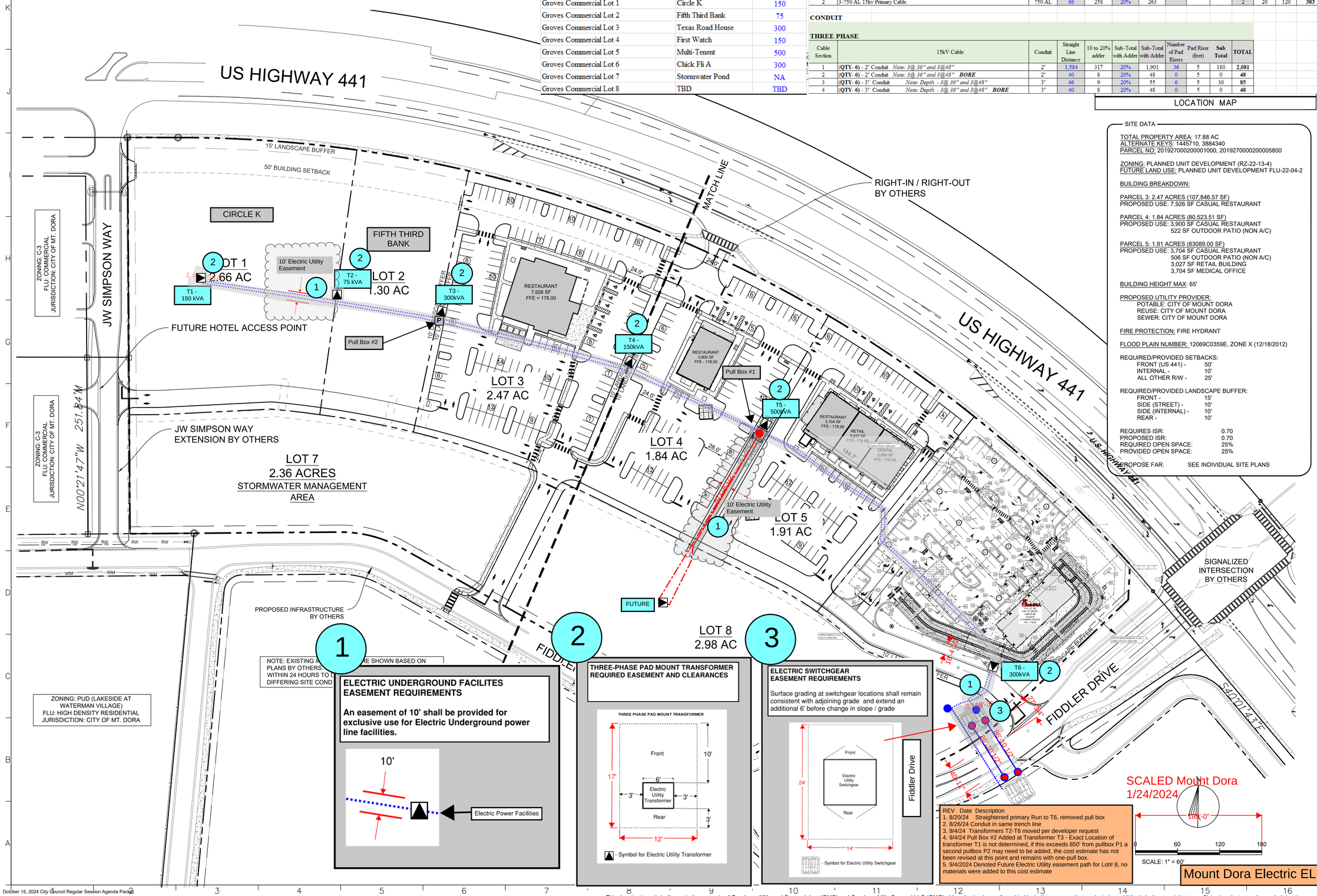
CITY SUB-CONTRACTOR			Not to Exceed Cost
Underground Conduit + Installation			$91,407.00
		TOTAL SUB-CONTRACTOR	**$91,407.00**

NOTE: Price subject to change after 90 days from the above date

TOTAL PROJECT ESTIMATE $487,474.94

ATTACHMENT # 2

ZONING: PUD (LOCH LEVEN LANDING)
FLU: COMMERCIAL
JURISDICTION: CITY OF MT. DORA



MOUNT DORA GROVES COMMERICAL

Pad Mount Transformers

M599	Units	kVa
Groves Commercial Lot 1	Circle K	150
Groves Commercial Lot 2	Fifth Third Bank	75
Groves Commercial Lot 3	Texas Road House	300
Groves Commercial Lot 4	First Watch	150
Groves Commercial Lot 5	Multi-Tenent	500
Groves Commercial Lot 6	Chick Fli A	300
Groves Commercial Lot 7	Stormwater Pond	NA
Groves Commercial Lot 8	TBD	TBD

MOUNT DORA GROVES COMMERCIAL — REV 3b — 8/26/2024

CABLE ESTIMATE

THREE PHASE

Cable Section	15kV Cable	Cable Size	Straight Line Distance	3 Phase	Survey Variance	Sub-Total with Adder	Number of Pad Risers	Pad Riser (feet)	Sub Total	Number of Vaults	Vault Splices (feet)	Sub Total	TOTAL
1	**(QTY- 3)** - 2/0 AL 15kV Primary Cable	2/0 AL	3,249	9,747	20%	9,942	36	10	360	2	20	120	**10,422**
2	3-750 AL 15kv Primary Cable	750 AL	86	258	20%	263				2	20	120	**383**

CONDUIT

THREE PHASE

Cable Section	15kV Cable	Conduit	Straight Line Distance	10 to 20% adder	Sub-Total with Adder	Sub-Total with Adder	Number of Pad Risers	Pad Riser (feet)	Sub Total	TOTAL
1	**(QTY- 6)** - 2" Conduit *Note: 3@ 36" and 3@48"*	2"	1,584	317	20%	1,901	36	5	180	**2,081**
2	**(QTY- 6)** - 2" Conduit *Note: 3@ 36" and 3@48"* ***BORE***	2"	40	8	20%	48	0	5	0	**48**
3	**(QTY- 6)** - 3" Conduit *Note: Depth - 3@ 36" and 3@48"*	3"	46	9	20%	55	6	5	30	**85**
4	**(QTY- 6)** - 3" Conduit *Note: Depth - 3@ 36" and 3@48"* ***BORE***	3"	40	8	20%	48	0	5	0	**48**

LOCATION MAP

SITE DATA

TOTAL PROPERTY AREA: 17.88 AC
ALTERNATE KEYS: 1445710, 3884340
PARCEL NO: 201927000200001000, 201927000020000580 0

ZONING: PLANNED UNIT DEVELOPMENT (RZ-22-13-4)
FUTURE LAND USE: PLANNED UNIT DEVELOPMENT FLU-22-04-2

BUILDING BREAKDOWN:

PARCEL 3: 2.47 ACRES (107,846.57 SF)
PROPOSED USE: 7,926 SF CASUAL RESTAURANT

PARCEL 4: 1.84 ACRES (80,523.51 SF)
PROPOSED USE: 3,900 SF CASUAL RESTAURANT
522 SF OUTDOOR PATIO (NON A/C)

PARCEL 5: 1.91 ACRES (83089.00 SF)
PROPOSED USE: 3,704 SF CASUAL RESTAURANT
506 SF OUTDOOR PATIO (NON A/C)
3,027 SF RETAIL BUILDING
3,704 SF MEDICAL OFFICE

BUILDING HEIGHT MAX: 65'

PROPOSED UTILITY PROVIDER:
POTABLE: CITY OF MOUNT DORA
REUSE: CITY OF MOUNT DORA
SEWER: CITY OF MOUNT DORA

FIRE PROTECTION: FIRE HYDRANT

FLOOD PLAIN NUMBER: 12069C0359E, ZONE X (12/18/2012)

REQUIRED/PROVIDED SETBACKS:
FRONT (US 441) - 50'
INTERNAL - 10'
ALL OTHER R/W - 25'

REQUIRED/PROVIDED LANDSCAPE BUFFER:
FRONT - 15'
SIDE (STREET) - 10'
SIDE (INTERNAL) - 10'
REAR - 10'

REQUIRES ISR: 0.70
PROPOSED ISR: 0.70
REQUIRED OPEN SPACE: 25%
PROVIDED OPEN SPACE: 25%

PROPOSE FAR: SEE INDIVIDUAL SITE PLANS

NOTE: EXISTING I... E SHOWN BASED ON PLANS BY OTHERS. ... WITHIN 24 HOURS TO ... DIFFERING SITE COND...

1

ELECTRIC UNDERGROUND FACILITES EASEMENT REQUIREMENTS

An easement of 10' shall be provided for exclusive use for Electric Underground power line facilities.

2

THREE-PHASE PAD MOUNT TRANSFORMER REQUIRED EASEMENT AND CLEARANCES

3

ELECTRIC SWITCHGEAR EASEMENT REQUIREMENTS

Surface grading at switchgear locations shall remain consistent with adjoining grade and extend an additional 6' before change in slope / grade

REV Date Description
1. 8/20/24 Straightened primary Run to T6, removed pull box
2. 8/26/24 Conduit in same trench line
3. 9/4/24 Transformers T2-T6 moved per developer request
4. 9/4/24 Pull Box #2 Added at Transformer T3 - Exact Location of transformer T1 is not determined, if this exceeds 850' from pullbox P1 a second pullbox P2 may need to be added, the cost estimate has not been revised at this point and remains with one-pull box.
5. 9/4/2024 Denoted Future Electric Utility easement path for Lot# 8, no materials were added to this cost estimate

SCALED Mount Dora
1/24/2024

Mount Dora Electric ELE REV 4_ 9-4-2024

GMC
21764 SR 54
Lutz, FL 33549
(P) – 813.885.2032

ONE OAK DEVELOPMENT, LLC
907 S FT HARRISON AVE. SUITE 102
CLEARWATER, FL 33756
CONTACT: ANDY HAWKINS
PHONE: (727) 210-1900

ISSUE	DATE
ISSUED FOR PERMITS	11/14/2023

DESIGNER: SKS
DRAWN BY: GSS

ONE OAK - MD GROVES
SE Corner of US Hwy 441
& JW Simpson Way
Mount Dora, FL 32757

CTAM230056
NOT - RELEASED FOR CONSTRUCTION

SCOTT K. STANNARD
LICENSE
No. 50565
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SCOTT K. STANNARD, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET NAME:

OVERALL SITE PLAN

SHEET NUMBER:

C-5.0

This drawing is and shall remain the property of Goodwyn, Mills and Cawood, Inc. (GMC) and Goodwyn Mills Cawood LLC (GMC). Unauthorized use of any kind including use on other projects is prohibited. In the event that a conflict arises between the sealed drawings and the electronic files, the sealed drawings will govern.

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Task Authorization with Faden Builders, Inc. for Renovation of 308 East Fifth Avenue

---

Introduction:
This is a request for Council to approve a Task Authorization with Faden Builders, Inc. for the renovation of 308 East Fifth Avenue.

Discussion:
308 East 5th Avenue was purchased by the Building Division to house the Building & Fire Safety Division. The north entry renovation is required due to the construction failing. The interior renovations are required to update the space; to meet the adopted Florida Accessibility Code, meet the requirements of the American with Disabilities Act and to modernize the space and systems to accommodate the City's Building Division.

The Faden CMAR Agreement was authorized by Resolution 2020-24 with valid terms.

Budget Impact:
310-5555-580.62-01-BD2423 in the amount of $996,750.73
$851,137.03 Faden quote for renovations
$ 55,000.00 Fiber to new building
$ 90,613.70 Contingency

Strategic Impact:
Objective 1.3 Attract new commercial businesses/residential development.
The acquisition and renovation will create a one stop location to allow contractors, residents, and visitors access to the Building & Fire Safety Department.
Objective 2.1 Improve parking capacity.
The existing parking lot has 13 onsite private spaces. The renovated parking lot will include 16 onsite public parking spaces.

Recommendation:

Council approve a Task Authorization with Faden Builders, Inc. for the renovation of 308 East Fifth Avenue.

Attachment(s):

1. Task Authorization for 308 E. 5th Ave. Building Division Renovations
2. Attachment 1 Parking Modification Plans (informational)
3. Attachment 2 Life Safety Plans (informational)
4. Reso No 2020-24 City CMAR Services for Citywide Projects
5. Executed -Amendment 1 to the Construction Manager At-Risk agreement with Faden Builders, Inc., to include grant funding language

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Stacey Hart, Building Division Administrative Supervisor	Approved - 10/9/2024
	Matthew Dodson, Budget Officer	Approved - 10/9/2024
	Rita Meade, Finance Director	Approved - 10/9/2024
	City Attorney, City Attorney	Approved - 10/9/2024
	Jeanann Hand, City Clerk	Approved - 10/9/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/9/2024

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Faden Builders, (Contractor) and the City of Mount Dora, dated April 7, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.
Project Amount: $ 851,137.03

Project Number:
Budget Account Number: 310-5555-580.62-01-BD2423
City Project Manager: Michael Wieland
Contractor: **Faden Builders Inc**
Contractor Project Manager: **Philip Rapalje**

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
Recommended By: Print: Michael Wieland   Date: 10/2/24   Signature: MP Wieland
Reviewed By: Print: _____   Date: _____   Signature: _____

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: TODD M. FADEN	**Print Name:**
Signature: [illegible]	**Signature:**
Date: 10/11/2024	**Date:**

CITY OF MOUNT DORA
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In accordance with the terms and conditions of the Agreement between Faden Builders, (Contractor) and the City of Mount Dora, dated April 7, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.
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Each Task Authorization package shall include: Exhibit A – Scope of Work
Recommended By: Print: Michael Wieland   Date: 10/2/24   Signature: MP Wieland
Reviewed By: Print: _____   Date: _____   Signature: _____

CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Signature:	**Signature:**
Date:	**Date:**

Exhibit A – Scope of Work

FADEN BUILDERS, INC

9/30/2024 Faden Proposal No. 24-282.3

Michael Wieland
Director Building & Fire Safety
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: 308 E 5th Avenue, Mount Dora

Scope Summary: Site work to include the regrading of the south parking lot to provide ADA access into the building. The Exterior renovation will include reconstructing the north porch to meet building code requirements and exterior building paint. The interior renovation will include creating a quaint office lobby with walk up service windows along with office spaces for City employees. The style will be a clean, modern look with subtle nods to the historic era of the building. The second floor be transformed back to the historic features that would have been original to the building when it was constructed in 1912.

Exhibit A: Scope of Work

1. General Conditions
    a. Structural Engineering ($10,000 allowance is included)
    b. Permit fees ($15,000 allowance is included)
    c. Project Management and Supervision
    d. Interior Design
    e. Mobilization/Demobilization
    f. MOT
2. Site Work
    a. Geotechnical testing
    b. Survey and layout
    c. Remove asphalt and concrete sidewalks and regrade per plans
    d. Adjust water meter box and plumbing cleanout
    e. Install storm water piping (downspouts to daylight)
    f. Install new subgrade, base, asphalt, ribbon curbs and concrete sidewalks
    g. Install new bumper blocks, striping (paint) and handicap sign
3. Exterior Renovation (front porch and building paint)
    a. Demo masonry ramp, stairs and porch landing (masonry columns to remain)
    b. Construct new concrete footings, CMU stem wall and concrete porch landing
    c. Install brick at steps and landing.
    d. Install railing and handrail
    e. Replace framing/sheathing at two columns
    f. Prep and paint building exterior (any structural, trim and finish repairs are excluded)
4. Roof Replacement
    a. Remove existing asphalt shingles and replace with new (assumes roof deck is in good condition – it is not visible from the underside due to the existing spray foam insulation)
    b. Remove and reinstall existing gutters and downspouts

State Cert# CGC 060972
Mailing Address: 742 S Rossiter St, Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

5. Interior Renovation (first and second floors)
    a. Demolish interior walls and ceilings
    b. Frame, drywall and finish new walls
    c. New ACT and drywall ceilings
    d. New doors and hardware (re-use existing doors where applicable)
    e. New interior glazing at conference room sidelights and office transom where needed
    f. Install salvaged stained wainscot and trim to match existing, install new where needed
    g. New base and upper cabinets
    h. New countertops ($18,000 allowance is included)
    i. New carpet flooring throughout first floor (tile in restroom)
    j. Repair and refinish original wood flooring throughout second floor (carpet in conference room and tile in restroom)
    k. New HVAC units and ductwork (re-use first floor duct where possible, new duct at second floor)
    l. New plumbing and fixtures
    m. Rework outside meter can, interior panels and breakers to remain
    n. Re-wire power and lighting as needed
    o. Low voltage wiring and terminations per owner provided layout
    p. New lighting fixtures ($10,000 allowance is included)
    q. New conference table ($10,000 allowance is included)

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Dewatering is excluded.
4. Tree and plant removal, landscaping, irrigation and sod are excluded.
5. Existing exterior windows to remain.
6. Elevator/lift is excluded.
7. Dumpster pad/enclosure is excluded.
8. Furniture and Equipment are excluded.
9. Exterior porch ceilings and beams are excluded.

State Cert# CGC 060972
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Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

Exhibit B: Price/GMP Breakdown

1.	General Conditions	$ 87,042.13
2.	Site Work	$ 131,315.28
3.	Exterior Renovation (front porch and building paint)	$ 98,250.37
4.	Roof Replacement	$ 23,231.39
5.	Interior Renovation (first and second floors)	$372,980.13
	Subtotal	$ 712,819.30
	General Liability Insurance	$ 9,266.65
	Contingency (5%)	$ 35,640.96
	Contractor's Fee	$ 57,025.54
	Permit Fee	$ 15,000.00
	Performance and Payment Bond	$ 21,384.58
	Gross Maximum Price (GMP):	**$ 851,137.03**

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, submittals and permitting
- 5 workdays for mobilization
- 4 weeks for sitework
- 6-8 weeks for exterior renovation
- 12-16 weeks for interior renovation
- 5 workdays for demobilization

Project Management Information System (PMIS) will not be required for this project.

State Cert# CGC 060972
Mailing Address: 742 S Rossiter St, Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

Exhibit D: Construction Team

Owner's Representative: Michael Wieland (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: Andre Harris
Administrative Assistant: Colleen Chamberlain

Exhibit F: Sub-Contractors

Professional Dirt Services
SNS Masonry
Eustis Roofing
Lucas Air
The Plumber
Marathon Electrical

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

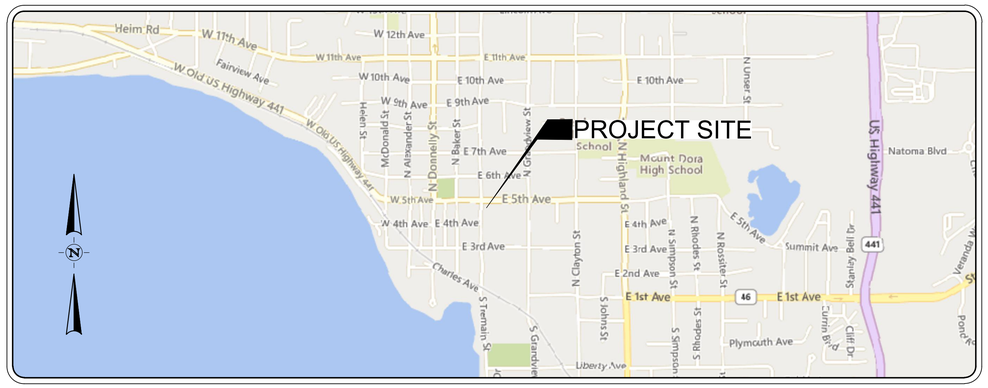
Philip Rapalje
Faden Builders, Inc.

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St, Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

308 E 5th AVENUE
PARKING MODIFICATIONS
CITY OF MOUNT DORA
AUGUST 2024

SECTION 32-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FL



LOCATION MAP
SCALE: 1" = 1000'

ENGINEER
HALFF
902 NORTH SINCLAIR AVE
TAVARES, FL 32778
CONTACT: DUANE K. BOOTH, PE
EMAIL: DBOOTH@HALFF.COM
TEL: 352-343-8481
FIRM/ BUSINESS NO.:FLA CA 33380 & FL LC 26000645
STATE: FL

SURVEYOR
CPH
500 WEST FULTON STREET
SANFORD, FL 32771
CONTACT: THOMAS J. GALLOWAY
TEL: 407-322-6841
SURVEYED DATE: FEBRUARY 21, 2024

INDEX OF SHEETS

C-100	COVER SHEET
C-200	DEMO & EROSION PLAN
C-300	GEOMETRY PLAN
C-400	GRADING & DRAINAGE PLAN
C-500	DETAIL SHEET

SURVEY SHEETS

1 of 3	COVER SHEET
2 of 3	BOUNDARY & TOPOGRAPHIC SURVEY
3 of 3	BOUNDARY & TOPOGRAPHIC SURVEY

OWNER/CLIENT:

CITY OF MOUNT DORA
510 N BAKER ST. MOUNT DORA, FL 32757
MOUNT DORA
TEL. 352-735-7100
www.ci.mount-dora.fl.us

PREPARED BY:

halff
902 NORTH SINCLAIR AVE
TAVARES, FL 32778
TEL. 352-343-8481 FAX 352-343-8495
www.halff.com

APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER DISCOVERED. ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.

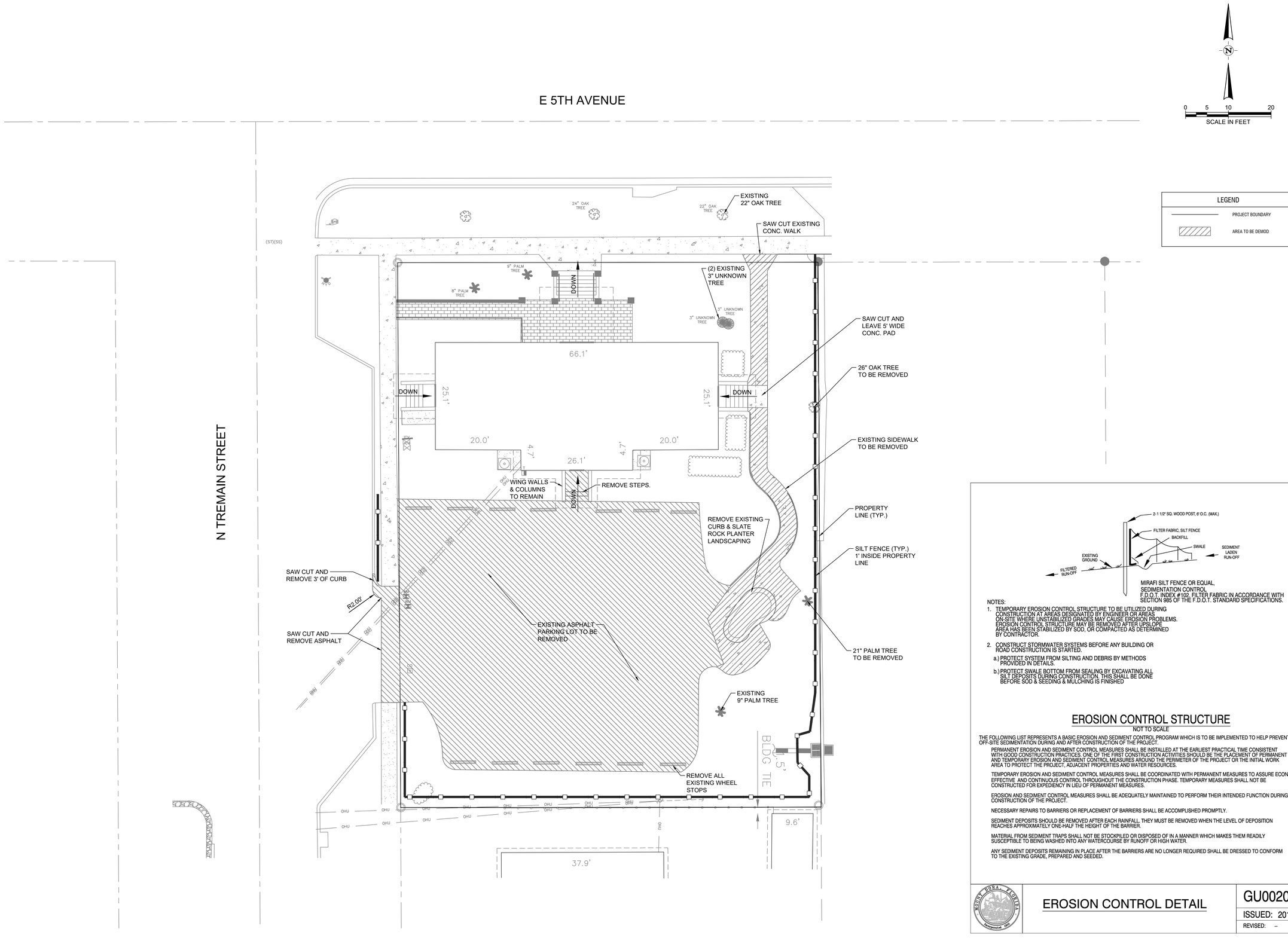
811 Know what's below. Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE "SUNSHINE 811" SYSTEM AT 1-800-432-4770 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR-DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

AVO: 044712.131 DATE: AUGUST 2024

C-100

FILE NAME: A:\44000s\44712\131\PW\CADD\Sheets\C-100 COVER SHEET.dwg DATE: August 22, 2024, TIME: 12:30 PM, USER: alh4672 AVO: 044712.131



MIRAFI SILT FENCE OR EQUAL,
SEDIMENTATION CONTROL
F.D.O.T. INDEX #102. FILTER FABRIC IN ACCORDANCE WITH SECTION 985 OF THE F.D.O.T. STANDARD SPECIFICATIONS.

NOTES:

1. TEMPORARY EROSION CONTROL STRUCTURE TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY ENGINEER OR AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURE MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY CONTRACTOR.
2. CONSTRUCT STORMWATER SYSTEMS BEFORE ANY BUILDING OR ROAD CONSTRUCTION IS STARTED.
   a.) PROTECT SYSTEM FROM SILTING AND DEBRIS BY METHODS PROVIDED IN DETAILS.
   b.) PROTECT SWALE BOTTOM FROM SEALING BY EXCAVATING ALL SILT DEPOSITS DURING CONSTRUCTION. THIS SHALL BE DONE BEFORE SOD & SEEDING & MULCHING IS FINISHED

EROSION CONTROL STRUCTURE

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

MOUNT DORA, FLORIDA Incorporated 1927

EROSION CONTROL DETAIL

GU0020-1

ISSUED: 2017

REVISED: --

308 EAST 5TH AVENUE

PARKING LOT MODIFICATIONS

MOUNT DORA FLORIDA

CITY OF MOUNT DORA

halff
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL: (214) 346-6200

REVISION		
NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

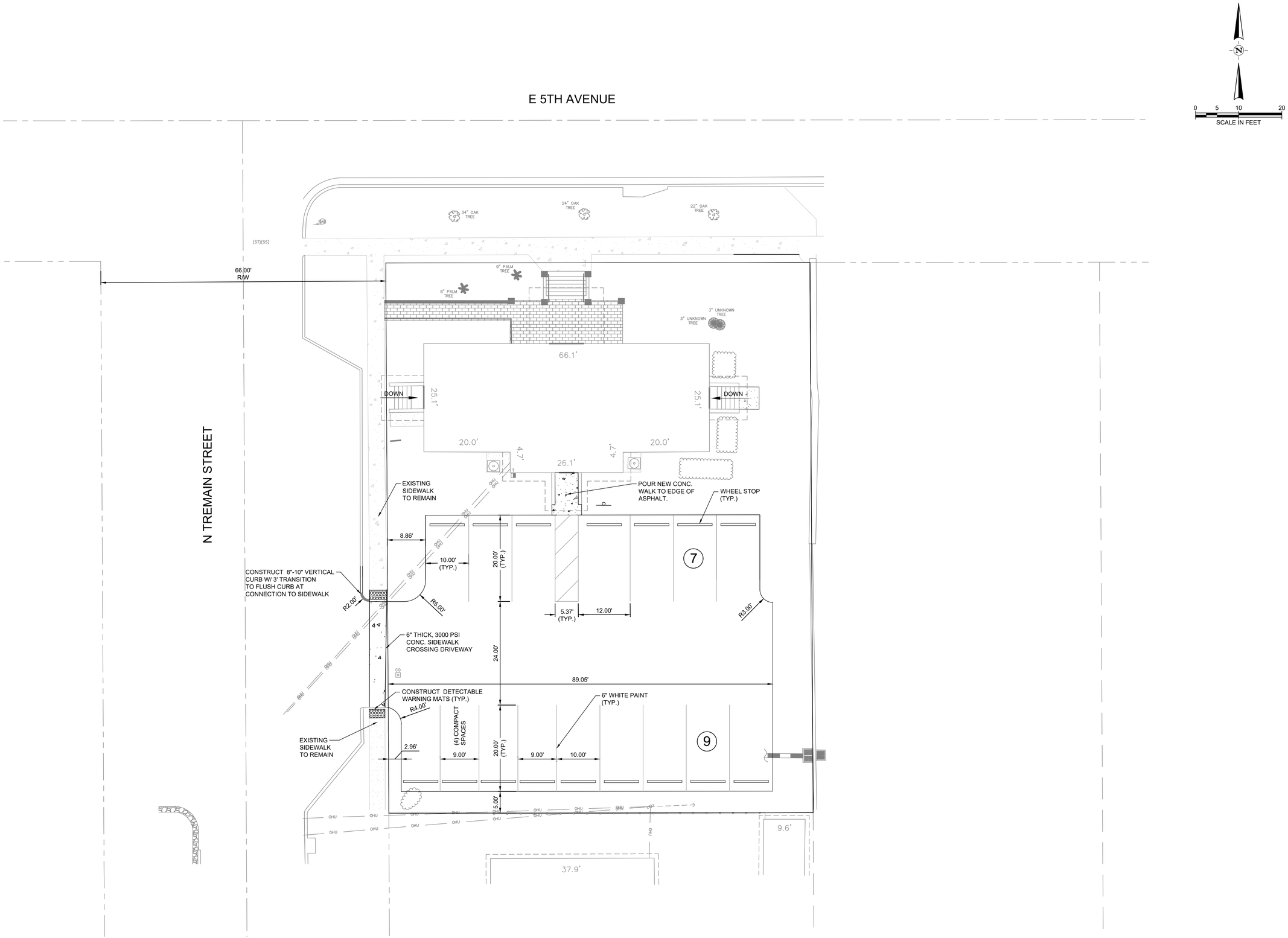
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

DUANE K. BOOTH --
NAME PE LICENSE NO.
8/22/2024
DATE
-- FL
FIRM / BUSINESS NO. STATE

PROJECT NO.:	044712.131
ISSUED:	AUGUST 2024
DRAWN BY:	MC
CHECKED BY:	CLB
SCALE:	1" = 10'
SHEET TITLE:	DEMO PLAN

C-200

FILE NAME: A:\44000s\44712\131\PW\CADD\Sheets\C-200 DEMO PLAN.dwg DATE: August 22, 2024, TIME: 12:30 PM, USER: ah4672 A/O: 044712.131



308 EAST 5TH AVENUE
PARKING LOT MODIFICATIONS
MOUNT DORA FLORIDA

CITY OF MOUNT DORA

halff
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
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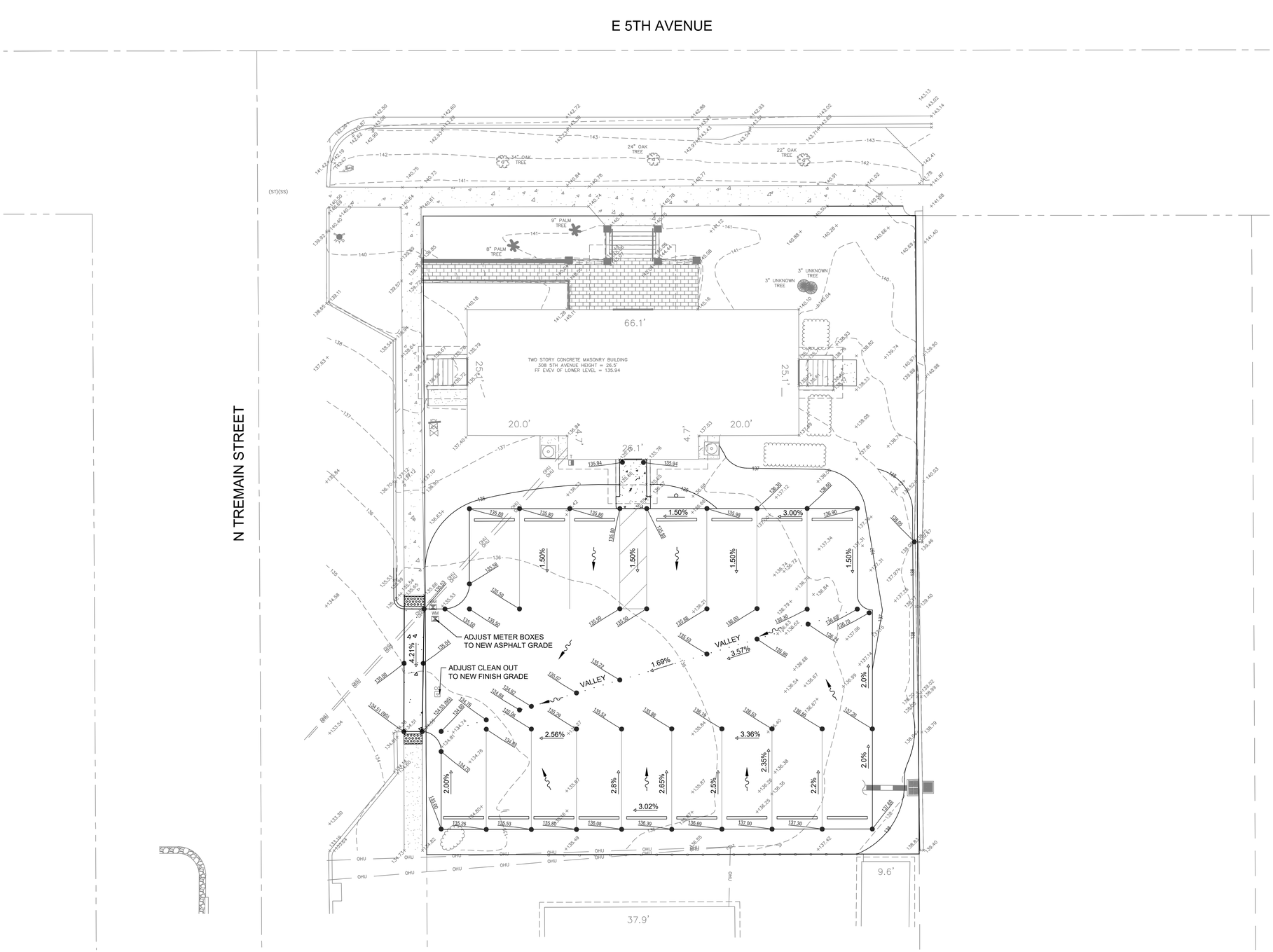
NAME — PE LICENSE NO.
8/22/2024
DATE
-- — FL
FIRM / BUSINESS NO. — STATE

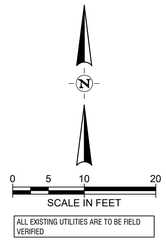
PROJECT NO.:	044712.131
ISSUED:	AUGUST 2024
DRAWN BY:	MC
CHECKED BY:	CLB
SCALE:	1" = 10'

SHEET TITLE:
GEOMETRY PLAN

C-300

FILE NAME: A:\44000s\44712\131\PW\CADD\Sheets\C-300 GEOMETRY PLAN.dwg DATE: August 22, 2024, TIME: 12:30 PM, USER: ah4672 A/O: 044712.131





NOTE: CONTRACTOR TO LOCATE IRRIGATION, CUT & CAP.

308 EAST 5TH AVENUE
PARKING LOT MODIFICATIONS
MOUNT DORA FLORIDA

CITY OF MOUNT DORA

halff
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL: (214) 346-6200

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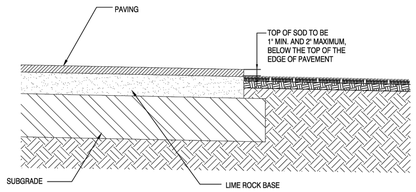
DUANE K BOOTH — NAME
-- — PE LICENSE NO.
8/22/2024 — DATE
-- — FIRM / BUSINESS NO.
FL — STATE

PROJECT NO.:	044712.131
ISSUED:	AUGUST 2024
DRAWN BY:	MC
CHECKED BY:	CLB
SCALE:	1" = 10'

SHEET TITLE:
DRAINAGE & GRADING PLAN

C-400

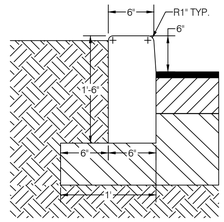
FILE NAME: A:\44000s\44712\131\PW\CADD\Sheets\C-400 DRAINAGE & GRADING PLAN.dwg DATE: August 22, 2024, TIME: 12:30 PM, USER: ah4672 A/O: 044712.131



NOT TO SCALE

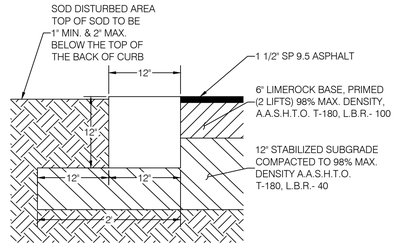
SOD PLANTING

GU0018-1
ISSUED: 2017
REVISED: --



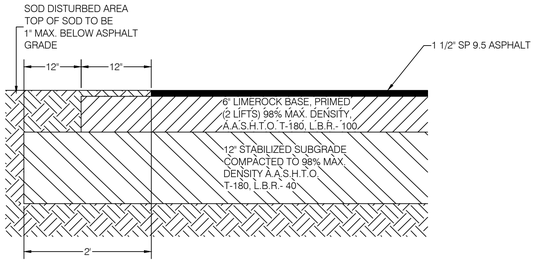
6" VERTICAL CURB

NOT TO SCALE



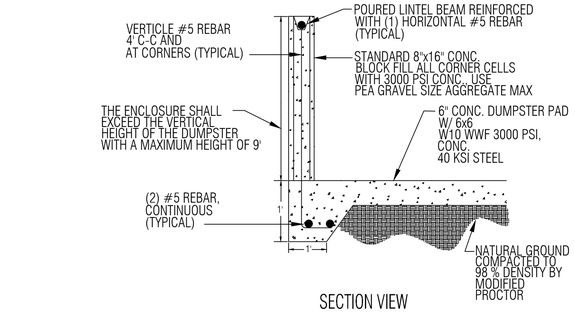
12" RIBBON CURB DETAIL

NOT TO SCALE

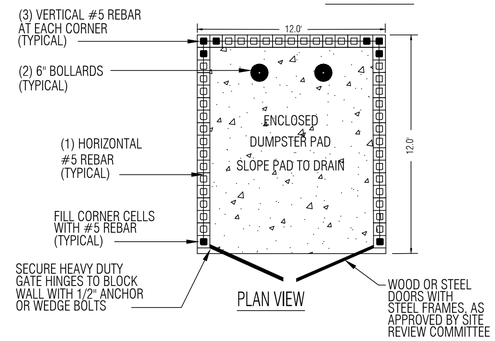


TYPICAL PAVING DETAIL

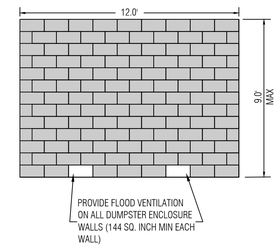
NOT TO SCALE



SECTION VIEW



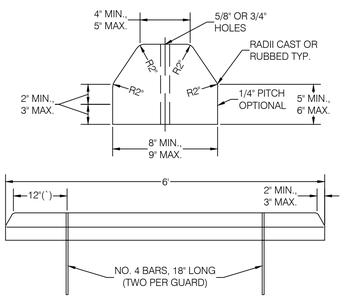
PLAN VIEW



SECTION VIEW

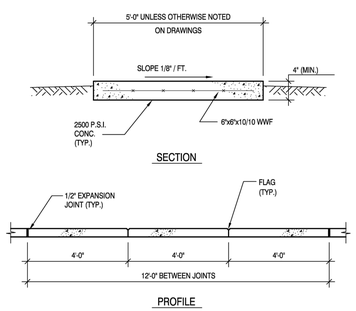
DUMPSTER DETAILS

NOT TO SCALE



CONCRETE WHEEL STOP

NOT TO SCALE



NOT TO SCALE

CONCRETE WALKWAY DETAIL

GU0019-1
ISSUED: 2017
REVISED: --

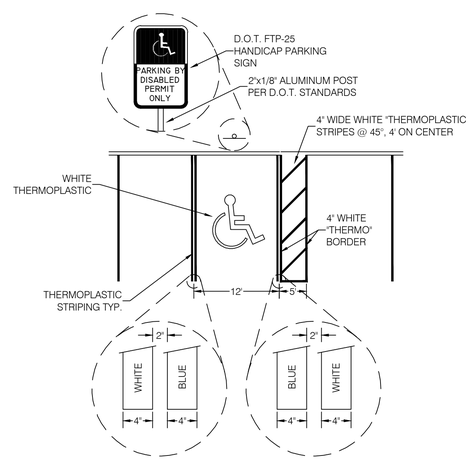
FTP - 25

NOTES:

1. ALL LETTERS ARE 1" SERIES "C".
2. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED SYMBOL AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE SYMBOL AND BORDER.

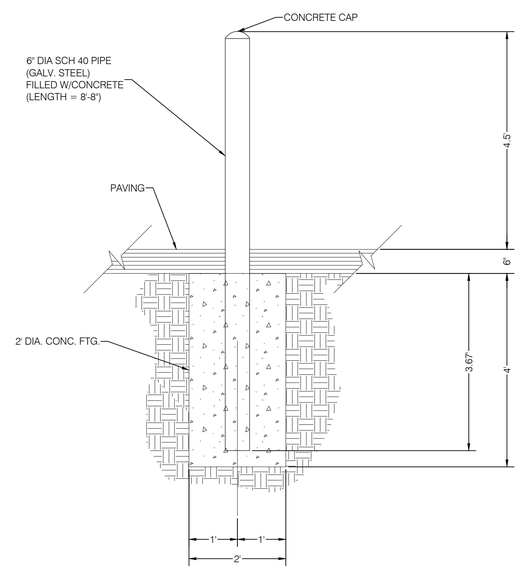
HANDICAP SIGN DETAIL

NOT TO SCALE



HANDICAP PARKING DETAILS

NOT TO SCALE



BOLLARD DETAIL

NOT TO SCALE

308 EAST 5TH AVENUE
PARKING LOT MODIFICATIONS
MOUNT DORA FLORIDA

CITY OF MOUNT DORA

halff
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL: (214) 346-6200

REVISION		
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DUANE K BOOTH — --
NAME — PE LICENSE NO.
8/22/2024
DATE
--
FIRM / BUSINESS NO. — STATE — FL

PROJECT NO.:	044712.131
ISSUED:	AUGUST 2024
DRAWN BY:	MC
CHECKED BY:	CLB
SCALE:	1" = #'
SHEET TITLE:	DETAIL SHEET

C-500

FILE NAME: A:\44000s\44712\131\PW\CADD\Sheets\C-500 DETAIL SHEET.dwg DATE: August 22, 2024, TIME: 12:30 PM, USER: ah4672 A/VO: 044712.131

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
CITY OF MOUNT DORA
AT
308 E 5TH AVENUE
LYING IN
SECTION 32-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA

Survey Notes:

1. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THIS SURVEY IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

   THE SITE BENCHMARKS FOR THIS TOPOGRAPHIC SURVEY ARE DISPLAYED ON THE RESPECTIVE SURVEY FILE. THESE BENCHMARKS ARE BASED ON A CLOSED VERTICAL CONTROL LOOP HAVING AN ACTUAL ERROR OF CLOSURE OF 0.014' WHICH MEETS THE ALLOWABLE CLOSURE OF 0.048'. THIS FIELDWORK WAS PERFORMED USING A TOPCON LEVEL MODEL # DL-502 AND REFERENCES THE FOLLOWING PUBLISHED BENCHMARK AS ESTABLISHED BY THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ALL VERTICAL INFORMATION INCLUDING SPOT ELEVATIONS, NOTATIONS AND THE CONTOUR LINES DERIVED THEREFROM ARE BASED ON AND MATCHED TO A VERTICAL CONTROL BENCHMARK SUPPLIED BY THE CITY OF MOUNT DORA AS FOLLOWS:

   a) DESIGNATION #SITE BENCHMARK 1 B
   (NAVD '88) ELEVATION = 93.97

   SITE BENCHMARKS ARE AS SHOWN ON SURVEY SHEET 3 OF 3.

   THIS SURVEY IS NOT VALID WITHOUT SURVEY SHEETS 1 THROUGH 3 OF 3.
4. THE LAST DAY FIELD WORK WAS PERFORMED WAS 2/21/2024; ALL BOUNDARY CORNERS WERE RECOVERED OR SET AS NOTED HEREON.
5. THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD, AND WAS PROVIDED BY THE CLIENT.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT OF WAY LINE OF 5TH AVENUE HAVING AN CALCULATED BEARING OF N 89°56'20" E,
7. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12069C0367E, COMMUNITY PANEL NO. 120137-0367-E, CITY OF MOUNT DORA, REVISED DATE DECEMBER 18, 2012, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (NAVD '88), THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
8. HORIZONTAL WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.05 (FT). THE EQUIPMENT USED TO VERIFY THE HORIZONTAL CONTROL ON THE SUBJECT SURVEY WAS A TOPCON GPS HIPER VR. THE EQUIPMENT USED TO LOCATE THE FEATURES WAS A LEICA SCANSTATION P40 AND A TOPCON GPS HIPER VR.
9. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
10. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES.
11. FENCES AND WALLS EXISTING ON, OVER OR ADJACENT TO SUBJECT PROPERTY, ARE DISPLAYED HEREON; OWNERSHIP WHETHER SINGULAR OR JOINT WAS NOT DETERMINED BY THIS SURVEY.
12. VERTICAL FEATURE ACCURACY: "ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 (FT)."
13. DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, I.E. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DEPICTED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.
14. CERTAIN INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR AS NOTED OR DISPLAYED HEREON.
15. THE UNDERGROUND UTILITIES DEPICTED BY PIPE LINETYPES ARE APPROXIMATE IN NATURE BASED UPON A VISUAL INSPECTION OF THE MANHOLE, GRATE, ETC. OF EACH FACILITY. EXISTING PIPES WERE NOT LAMPED OR REMOTELY VIEWED FOR DIRECTION, OBSTRUCTIONS OR CONNECTIVITY.

Legal Description: (PER OFFICIAL RECORDS BOOK 3070, PAGE 1762)

PARCEL NO 2:

LOT 4 OF TREMAIN'S PLAT OF HOUGH'S PLAT OF LOT 4, OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 12,518 SQUARE FEET OR 0.29 ACRE MORE OR LESS.

VICINITY MAP
NOT TO SCALE

Abbreviation Legend:

(A)	– ACTUAL
A/C	– AIR CONDITIONER
(BB)	– BEARING BASIS
BFP	– BACK FLOW PREVENTER
BLK	– BLOCK
BLDG	– BUILDING
BM	– BENCH MARK
BOC	– BACK OF CURB
BSL	– BUILDING SETBACK LINE
(C)	– CALCULATED
C	– CHORD
CB	– CHORD BEARING
CBS	– CONCRETE BLOCK STRUCTURE
C & G	– CURB & GUTTER
CI	– CATCH INLET
C/L	– CENTERLINE
CLF	– CHAIN LINK FENCE
CM	– CONCRETE MONUMENT
CMP	– CORRUGATED METAL PIPE
CO	– CLEANOUT
CONC	– CONCRETE
COR	– CORNER
Δ	– DELTA
(D)	– DESCRIPTION
DB	– DEED BOOK
DBH	– DIAMETER AT BREAST HEIGHT IN INCHES
DEPT	– DEPARTMENT
DR	– DRIVE
(E)	– ENGINEERING PLAN
EJB	– ELECTRIC JUNCTION BOX
ELEC	– ELECTRIC
ELEV	– ELEVATION
EOP	– EDGE OF PAVEMENT
FB	– FIELD BOOK
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
FF	– FINISH FLOOR
FGI	– FLAT GRATE INLET
FHYD	– FIRE HYDRANT
FND	– FOUND
FS	– FLORIDA STATUTE
GOV'T	– GOVERNMENT
ID	– IDENTIFICATION
ICV	– IRRIGATION CONTROL VALVE
INFO	– INFORMATION
INV	– INVERT
IP	– IRON PIPE
IP&C	– IRON PIPE & CAP
IR	– IRON ROD
IR&C	– IRON REBAR & CAP
IRR	– IRRIGATION
L	– ARC LENGTH
LB#	– LICENSED BUSINESS NUMBER
(M)	– MEASURED
MB	– MAP BOOK
N/A	– NOT APPLICABLE
NAVD	– NORTH AMERICAN VERTICAL DATUM
NAD	– NORTH AMERICAN DATUM
NG	– NATURAL GROUND
NGS	– NATIONAL GEODETIC SURVEY
NGVD	– NATIONAL GEODETIC VERTICAL DATUM
N & D	– NAIL AND DISK
NO.	– NUMBER
NR	– NON-RADIAL
NSPS	– NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
NT	– NON-TANGENT
NTS	– NOT TO SCALE
ORB	– OFFICIAL RECORDS BOOK
OR	– OFFICIAL RECORDS
OUL	– OVERHEAD UTILITY LINES
(P)	– PLAT
PB	– PLAT BOOK
PCP	– PERMANENT CONTROL POINT
PFF	– PROPOSED FINISHED FLOOR
PG	– PAGE
PGS	– PAGES
PI	– POINT OF INTERSECTION
PK	– PARKER KAYLON
POB	– POINT OF BEGINNING
POC	– POINT OF COMMENCEMENT
POL	– POINT ON LINE
PRM	– PERMANENT REFERENCE MONUMENT
PSM	– PROFESSIONAL SURVEYOR & MAPPER
PVMT	– PAVEMENT
R27E	– RANGE 27 EAST
R	– RADIUS
RAD	– RADIAL
RCP	– REINFORCED CONCRETE PIPE
REC	– RECOVERED
REV	– REVISION
R/W	– RIGHT-OF-WAY
RLS	– REGISTERED LAND SURVEYOR
SEC 32	– SECTION 32
SQ	– SQUARE
SQ FT	– SQUARE FEET
ST	– STREET
S/W	– SIDEWALK
TB	– TANGENT BEARING
T19S	– TOWNSHIP 19 SOUTH
TELE	– TELEPHONE
TR	– TELEPHONE RISER
TRANS	– TRANSFORMER PAD
(TYP)	– TYPICAL
W/	– WITH
WIF	– WROUGHT IRON FENCE
WM	– WATER METER
WPP	– WOOD POWER POLE
WV	– WATER VALVE

Index of Survey Sheets

1 COVER SHEET
2 BOUNDARY SURVEY
3 TOPOGRAPHIC SURVEY

Reference Material

1) TREMAIN'S PLAT OF SUBDIVISION OF BLOCK 4 AND 5 AND A PART OF 6 HOUGH'S PLAT OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, IN SECTION 32, TOWNSHIP NINETEEN SOUTH, RANGE TWENTY SEVEN EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Surveyor's Certification:

I hereby certify that the attached "Boundary & Topographic Survey" of the hereon-described property is true and correct to the best of my knowledge, information and belief as surveyed in the field on February 21, 2024. I further certify that this "Boundary & Topographic Survey" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS J. GALLOWAY, PSM, 6549 ON 5/20/2024 PER 5J-17.062(2)

For the Firm By: _____

Thomas J. Galloway
Professional Surveyor and Mapper
Florida Registration No. 6549

© 2024	Date: 2/21/2024	Job No. M7045
Drawn by: MN	Scale: N/A	File: M7045.DWG

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

cph
Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
www.cphcorp.com

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Plans Prepared By:
CPH, LLC
A Full Service A & E Firm
State of Florida License:
Survey No. LB7143

No.	Date	Revision	By
1			
2			
3			
4			

CITY OF MOUNT DORA
308 EAST 5TH AVENUE
SECTION 32-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA

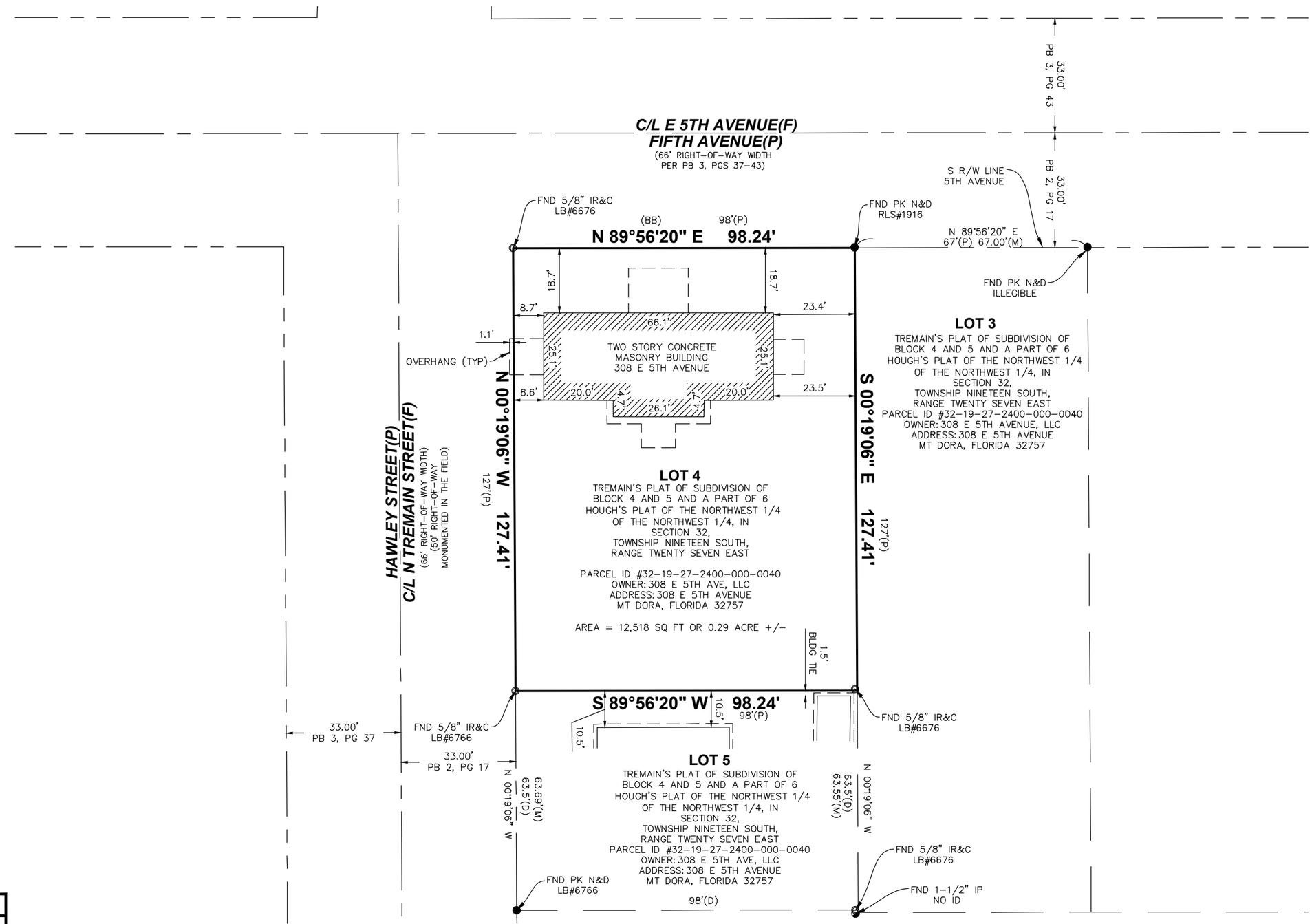
BOUNDARY & TOPOGRAPHIC SURVEY

Sheet No. 1 of 3

Symbol Legend:

NOT TO SCALE

- CENTRAL ANGLE
- CONCRETE
- CLEAN OUT
- COUNTY ROAD SYMBOL
- ELECTRICAL JUNCTION BOX
- FIRE HYDRANT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- GAS MARKER
- GRATE INLET
- GUY ANCHOR
- INTERSTATE SYMBOL
- IRRIGATION CONTROL VALVE
- NAIL & DISC (AS NOTED)
- FOUND/SET NAIL (AS NOTED)
- PULL BOX (AS NOTED)
- 4" X 4" CM LB #7143
- 5/8" IR&C LB #7143
- SIGN
- SITE BENCH MARK
- TELEPHONE CABLE RISER
- WATER METER
- WOOD UTILITY POLE



NOTE:
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No.	Date	Revision	By
1			
2			
3			
4			

CITY OF MOUNT DORA
308 EAST 5TH AVENUE
SECTION 32-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

Sheet No.
2
of 3

Symbol Legend:

NOT TO SCALE

- △ – CENTRAL ANGLE
- CONCRETE
- CO – CLEAN OUT
- 41 – COUNTY ROAD SYMBOL
- EB – ELECTRICAL JUNCTION BOX
- FIRE HYDRANT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- GAS – GAS MARKER
- GRATE INLET
- GUY ANCHOR
- 95 – INTERSTATE SYMBOL
- ICV – IRRIGATION CONTROL VALVE
- NAIL & DISC (AS NOTED)
- FOUND/SET NAIL (AS NOTED)
- PBX – PULL BOX (AS NOTED)
- 4" X 4" CM LB #7143
- 5/8" IR&C LB #7143
- SIGN
- SITE BENCH MARK
- T – TELEPHONE CABLE RISER
- WM – WATER METER
- WOOD UTILITY POLE

Sign Legend:

NOT TO SCALE

- (ST) – STOP SIGN
- (SS) – STREET SIGN

N

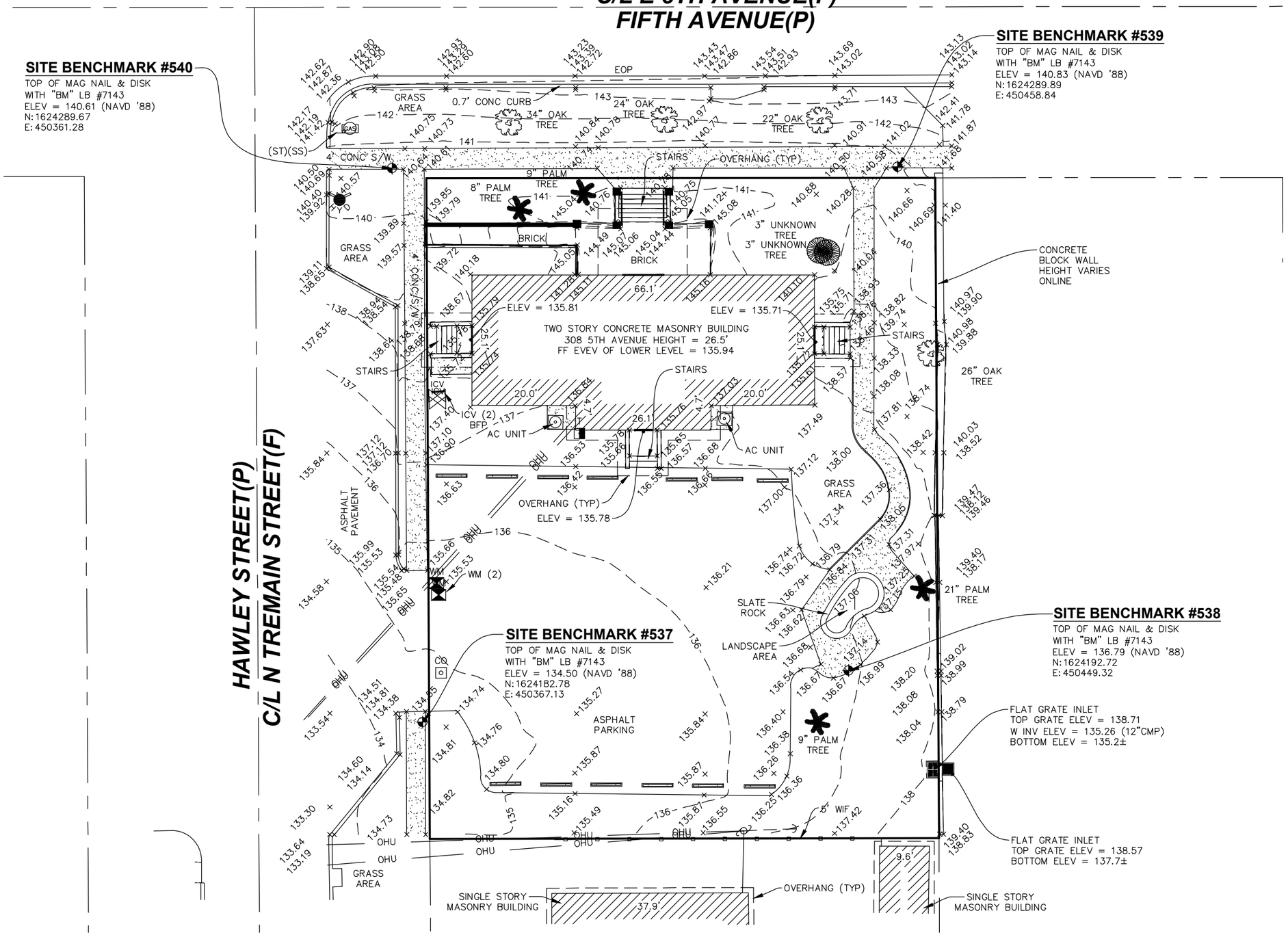
cph

10 0 10 20

Scale: 1" = 20'

NOTE:

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.



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No.	Date	Revision	By
1			
2			
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4			

CITY OF MOUNT DORA
308 EAST 5TH AVENUE
SECTION 32-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

Sheet No. 3 of 3

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LIFE SAFETY LEGEND

- TRAVEL DISTANCE TO EXIT
- EMERGENCY LIGHT
- EXIT SIGN
- FE — FIRE EXTINGUISHER, MOUNT 5'-0" A.F.F.
- FEC — 1 HOUR FIRE RATED FIRE EXTINGUISHER CABINET, SEMI-RECESSED, MOUNT 5'-0" A.F.F.
- F — FIRE ALARM MANUAL PULL STATION, LOCATED AS PER FIRE ALARM SYSTEM PLAN
- A — FIRE ALARM COMBINATION AUDIO/VISUAL DEVICE, WALL MOUNT @ 84" A.F.F. OR 6" BELOW CEILING TO TOP OF BACKBOX, WHICHEVER IS LOWER

NOTES:
A. PROVIDE ONE 2-A:10-B:C FIRE EXTINGUISHER OR AS APPROVED BY LOCAL FIRE DEPARTMENT.
B. 1014.3 COMMON PATH OF TRAVEL = 75' MAXIMUM TABLE 1016.1 TRAVEL DISTANCE = 250' (SPRINKLERED) TABLE 1004.1 SPACES WITH ONE MEANS OF EGRESS: TWO EXITS OR EX ACCESS DOORWAYS ARE REQUIRED FROM ANY SPACE WHEN THE MAX. OCCUPANT LOAD IS 50 OR GREATER

1.

FLOOR AREA ALLOWANCE PER OCCUPANT

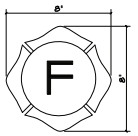
BASED ON 7TH EDITION (2020) FBC-BLDG TABLE 1004.1.2

ROOM NAME	OCCY CLASSIFICATION	SQ.FT./OCC.	AREA	OCCY
LOBBY	ASSEMBLY UNCONC.	15 SF/P	229	16
PERMIT TECHS	ASSEMBLY UNCONC.	50 SF/P	281	6
BREAK ROOM/PRINTER/ STORAGE	ASSEMBLY UNCONC.	50 SF/P	200	4
INSPECTIONS	ASSEMBLY UNCONC.	50 SF/P	222	5
PLANS EXAMINERS	ASSEMBLY UNCONC.	50 SF/P	200	4
BUILDING/ FIRE MANAGER	ASSEMBLY UNCONC.	150 SF/P	115	1
DEPUTY BUILDING OFFICIAL	ASSEMBLY UNCONC.	150 SF/P	97	1
BUILDING OFFICIAL/ FIRE MARSHALL	ASSEMBLY UNCONC.	150 SF/P	205	2
FIRE INSPECTOR 1	ASSEMBLY UNCONC.	150 SF/P	204	2
FIRE INSPECTOR 2	ASSEMBLY UNCONC.	50 SF/P	196	2
CONFERENCE ROOM	ASSEMBLY UNCONC.	50 SF/P	324	22
DIRECTOR	ASSEMBLY UNCONC.	50 SF/P	237	2
TOTAL BUILDING POPULATION				67

2. FBC REQUIRED PLUMBING FIXTURE COUNT:

OFFICE SPACE: (67 PEOPLE, 34 MEN & 33 WOMEN). MINIMUM REQUIRED PLUMBING FIXTURES PER 8TH EDITION (2023) FLORIDA BUILDING CODE - PLUMBING - TABLE 403.1

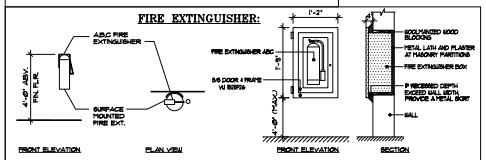
AREA			WATER CLOSETS M/W		LAVATORIES M/W		D/F'S COMBINED		OTHER COMBINED	
CLASSIFICATION	OCC.	DESCRIPTION	OCC. LOAD	FIXT./OCC.	OCC. LOAD	FIXT./OCC.	OCC. LOAD	FIXT./OCC.		
BUSINESS	B	ENTIRE BLDG	67	1 PER 25 FOR THE FIRST 50 & 1 PER 50 FOR THE REMAINDER EXCEEDING 50	67	1 PER 40 FOR THE FIRST 80 & 1 PER 80 FOR THE REMAINDER EXCEEDING 80	67	1/100	1 SERVICE SINK	0 CHANGING TABLE
		REQUIRED		2		2		1		
		PROVIDED		2		2		2		



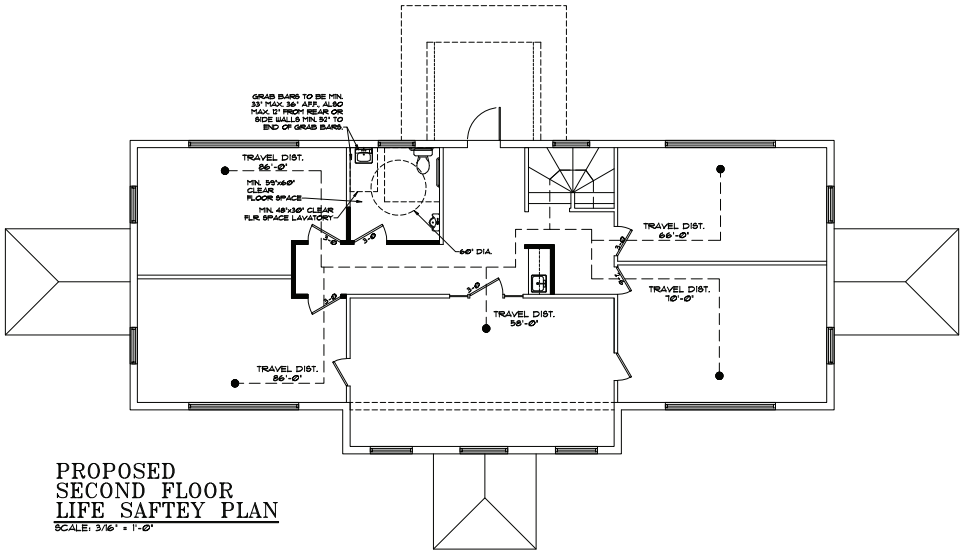
NOTES:

1. MEASURING 8" HORIZONTALLY AND 8 INCHES VERTICALLY, OF A BRIGHT RED REFLECTIVE COLOR.
2. THE SYMBOL SHALL BE PLACED WITHIN 24" TO THE LEFT OF THE MAIN ENTRY DOOR .
3. BE PERMANENTLY ATTACHED TO THE FACE OF THE STRUCTURE ON A CONTRASTING BACKGROUND.
4. BE MOUNTED ON A CONTRASTING BASE MATERIAL WHICH IS THEN PERMANENTLY ATTACHED TO THE FACE OF THE STRUCTURE.
5. THE DISTANCE ABOVE GRADE, WALKING SURFACE OR FINISHED FLOOR TO THE BOTTOM OF THE SYMBOL SHALL NOT BE LESS THEN 4 FEET (48").
6. THE DISTANCE ABOVE GRADE, WALKING SURFACE OR THE FINISHED FLOOR TO THE TOP OF THE SYMBOL SHALL BE NOT MORE THAN 6' (72 IN.)

FIRE EXTINGUISHER:

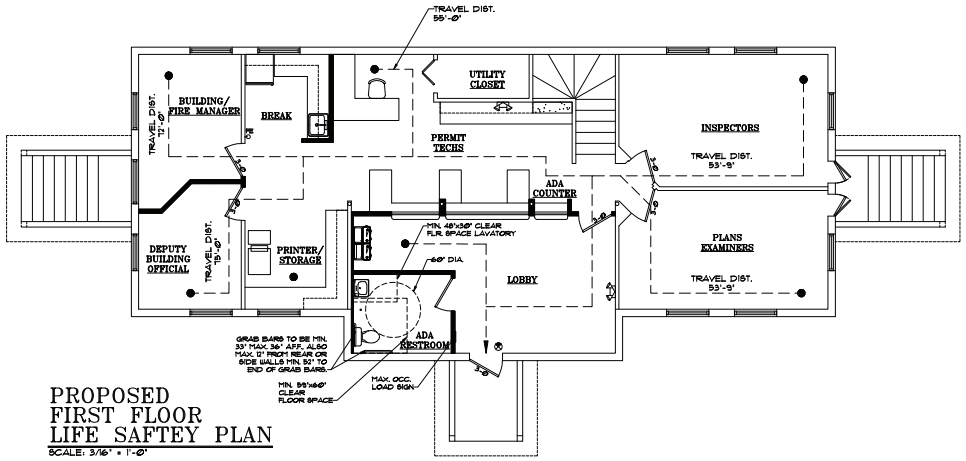


1. FIRE EXTINGUISHERS SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH NFPA 10.
2. G.C. TO PROVIDE AND INSTALL (1) PORTABLE FIRE EXTINGUISHER FOR EVERY 3,000 S.F. OF FLOOR AREA.
3. TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET.
4. WALL RECESSED MOUNT AT LOCATIONS SHOWN ON PLAN.
5. ALL EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY AVAILABLE.
6. ACTUAL LOCATION & QUANTITY OF FIRE EXTINGUISHERS T.B.D. BY THE FIRE MARSHALL.



PROPOSED SECOND FLOOR LIFE SAFTEY PLAN

SCALE: 3/16" = 1'-0"



PROPOSED FIRST FLOOR LIFE SAFTEY PLAN

SCALE: 3/16" = 1'-0"

ARCHITECTS
Design Group p.a.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
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5	
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9	

PROPOSED REMODEL FOR
MOUNT DORA BUILDING DEPARTMENT
308 E 5TH AVENUE
MOUNT DORA, FL 32757

MOUNT DORA BUILDING DEPARTMENT

PROJECT#: 03822.GNL/24045

PAGE:

LIFE SAFETY PLAN

140 MPH EXP. C

ARCHITECT: STATE OF FLORIDA

STATE OF FLORIDA ROLAND A. ABOUCHACRA AR93723 REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2024.08.29 15:58:43-04'00'

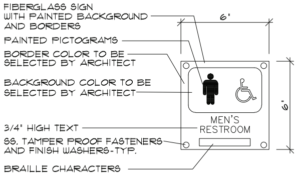
ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 8/29/24

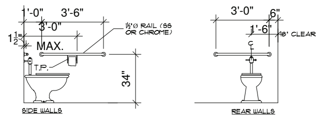
SCALE: AS NOTED

SHEET
LS1

ATTACHMENT #2



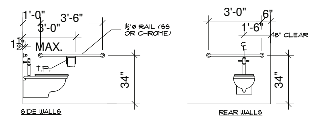
NOTE: PROVIDE TOILET ROOM SIGNS AT ALL RESTROOMS. PROVIDE ONE FOR EACH SEX AT EACH DOOR - TYP.



NOTE:
- FIXTURES BRAND AND MODEL BY INTERIOR DESIGNER.

FLOOR MOUNTED FIXTURE

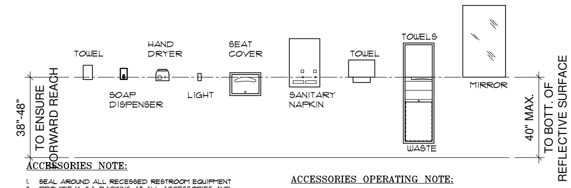
SCALE N.T.S.



NOTE:
- SEE A5.05 FOR ADA NOTES AND ADDITIONAL MOUNTING HEIGHTS.
- FIXTURES BRAND AND MODEL BY INTERIOR DESIGNER.

WALL MOUNTED FIXTURE

SCALE N.T.S.



ACCESSORIES NOTE:

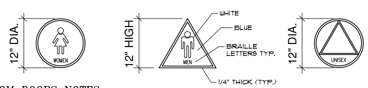
1. SEAL AROUND ALL RECESSED RESTROOM EQUIPMENT
2. PROVIDE 16 GA. BACKING AT ALL ACCESSORIES AND LAV. TOPS AT GRAB BARS PROVIDE 16 GA. BACKING SECURED TO AT LEAST 3 STUDS.
3. CAULK AROUND JOINT AT BOTTOM OF TOILET AND FLOOR.
4. ALL '**BOBRICK**' SPECIFIED ITEMS MAY BE SUBSTITUTED WITH APPROPRIATE ALTERNATE WITH ARCHITECTS APPROVAL.
5. ALL TOILET PAPER DISPENSERS INSTALLED AT 7" MIN. TO 9" MAX IN FRONT OF WATER CLOSET
6. BOTTOM OF MIRROR TO BE INSTALLED 38" ABOVE FLOOR

ACCESSORIES OPERATING NOTE:

CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBF (22.2 N) FAUCETS LEVER-OPERATED, PUSH-TYPE AND ELECTRONICALLY SHALL COMPLY WITH 4.27.4 CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGNS. IF SELF-CLOSING VALVES ARE USED THE FAUCET SHALL REMAIN OPEN FOR AT LEAST 10 SECONDS

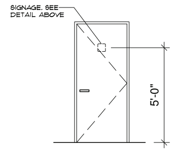
RESTROOM ACCESSORIES

SCALE N.T.S.



RESTROOM DOORS NOTES:

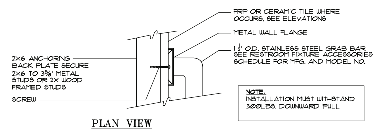
1. H.C. SIGNS PER ADA.
2. ALL LETTERS AND SYMBOLS SHALL BE RAISED 1/32"
3. 12" DIAMETER CIRCLE, 1/4" THICK WITH THE COLOR AND CONTRAST BEING DISTINCTLY DIFFERENT FROM THE COLOR OF THE DOOR.
4. INTERNATIONAL SIGN OF ACCESSIBILITY, WHITE FIGURE ON BLUE (#15090 FEDERAL STANDARD 595A) BACKGROUND.
5. SIGN SHALL BE DISPLAYED AT 60" AFF. TO THE CENTERLINE OF THE SIGN. CENTERED ON THE DOOR, COLOR AND CONTRAST SHALL BE DISTINCTLY DIFFERENT FROM COLOR AND CONTRAST OF THE DOOR TYP. FOR MEN'S AND WOMEN'S SIGNS.
6. 12" EQUILATERAL TRIANGLE, 1/4" THICK WITH THE VERTEX POINTING UPWARD AND THE COLOR AND CONTRAST BEING DISTINCTLY DIFFERENT FROM THE COLOR OF THE DOOR.
7. LETTERS AND NUMERALS ON SIGNS ARE RAISED 1/32",SANS SERIF UPPERCASE CHARACTERS TO BE ACCOMPANIED BY GRADE 2 BRAILLE.
8. BRAILLE DOTS ARE 1/10" ON CENTER IN EACH CELL WITH 2/10" SPACE BETWEEN CELLS.
9. BRAILLE DOTS ARE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND.
10. PROVIDE PRIVACY DOOR LOCK WHEN IT IS A PRIVATE TOILET OR FOR UNISEX USE.



DOOR ELEV.

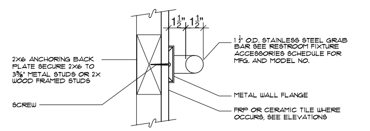
RESTROOM DOOR TACTILE IDENTIFICATION SIGNAGE

SCALE N.T.S.



NOTE: INSTALLATION MUST WITHSTAND 300LBS. DOWNWARD PULL

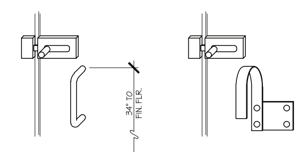
PLAN VIEW



VERTICAL SECTION

GRAB BAR – PLAN/SECTION

SCALE N.T.S.



U-SHAPED HANDLE

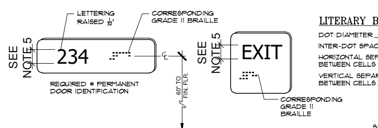
LOOP HANDLE

NOTES:

THE INSIDE AND OUTSIDE OF THE COMPARTMENT DOORS TO DISABLED ACCESSIBLE STALLS MUST BE EQUIPPED WITH A LOOP OR U-SHAPED HANDLE IMMEDIATELY BELOW THE LATCH. THE LATCH MUST BE FLIP-OVER STYLE, SLIDING OR OTHER HARDWARE NOT REQUIRING TIGHT GRASPING OR TWISTING

ADA STALL DR. HARDWARE

SCALE N.T.S.



ROOM SIGN

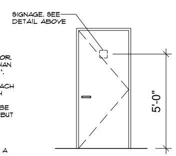
TACTILE EXIT SIGN

LITERARY BRAILLE STANDARD DIMENSIONS:

DOT DIAMETER	.059 Inches
INTER-DOT SPACING	.090 Inches
HORIZONTAL SEPARATION BETWEEN CELLS	.241 Inches
VERTICAL SEPARATION BETWEEN CELLS	.395 Inches

NOTE:

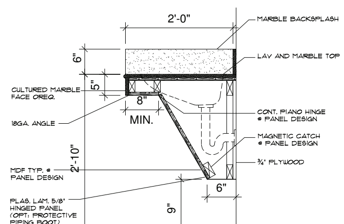
1. TACTILE EXIT SIGN IS REQUIRED IN ADDITION TO ILLUMINATED SIGN ABOVE DOOR AT EXIT DOOR.
2. BLOCK CAPITAL LETTERS NOT LESS THAN 6 INCHES IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4 INCHES. LETTERS TO HAVE WIDTH OF NOT LESS THAN 2 INCHES EXCEPT FOR THE LETTER "I". WITH A SPACING BETWEEN LETTERS OF NOT LESS THAN 3/8".
3. CONTRACTED GRADE 2 BRAILLE SHALL BE USED. DOTS SHALL BE 1/10 INCH ON CENTERS IN EACH CELL WITH 2/10 INCH SPACE BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40 INCH ABOVE THE BACKGROUND.
4. LETTERS AND NUMERALS SHALL BE RAISED 1/32", UPPER CASE, SANS SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE II BRAILLE. RAISED CHARACTERS SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2".
5. PERMANENT SIGNAGE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. MOUNTING LOCATION MUST ALLOW A PERSON TO APPROACH WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING PATH OF THE DOOR.
6. LETTERS AND NUMBERS ON SIGNS HAVE A WIDTH-TO-HEIGHT RATION BETWEEN 3:5 AND 1:1 AND A STROKE WIDTH-TO- HEIGHT RATIO BETWEEN 1:5 AND 1:10
7. CHARACTERS CONTRAST WITH THEIR BACKGROUND (LIGHT CHARACTERS ON A DARK BACKGROUND, OR DARK CHARACTERS ON A LIGHT BACKGROUND).
8. CHARACTERS AND BACKGROUND OF SIGNS IS EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH.



DOOR ELEV.

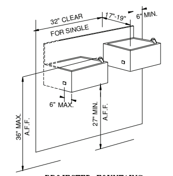
TYPICAL DOOR TACTILE IDENTIFICATION SIGNAGE

SCALE N.T.S.



ADA COUNTER TOP LAVATORY

SCALE N.T.S.



PROJECTED FOUNTAINS

RECESSED FOUNTAINS:

1. WITHIN FOUNTAIN MINIMUM 63" WIDE, MINIMUM 18" DEEP WHEN DOUBLE DRINKING FOUNTAINS ARE REQUIRED AND 32" MIN. CLR. WHEN A SINGLE FOUNTAIN IS PERMITTED.
   A. CONTRACTOR SHALL COORDINATE WITH SIZE OF WATER FOUNTAIN TO BE USED AND SIZE ACCORDINGLY COMPLYING WITH REQUIREMENTS.

PROJECTED FOUNTAINS:

1. WARNING FOR THE VISION IMPAIRED AT A PROJECTED DRINKING FOUNTAIN CAN BE PROVIDED BY EITHER OF THE FOLLOWING MEANS:
   A. THE SURFACE OF THE FLOOR OR GROUND AT THE DRINKING FOUNTAIN CAN BE OF CONTRASTING COLOR WITH A TEXTURE THAT CONTRASTS IN RESILIENCY WITH THE ADJACENT FINISHED FLOOR MATERIAL, SO THAT IT CAN BE SENSED BY A CANE, WITH THE TEXTURE EXTENDING FROM THE WALL TO ONE FOOT BEYOND THE FRONT EDGE OF THE DRINKING FOUNTAIN AND ONE FOOT BEYOND EACH SIDE OF THE FOUNTAIN.
   B. INSTALL WING WALLS ON EACH SIDE OF THE DRINKING FOUNTAIN TO PROJECT OUT FROM THE MAIN WALL AT LEAST AS FAR AS THE DRINKING FOUNTAIN AND TO WITHIN 6" OF THE PATH OF TRAVEL FLOOR FINISH. THERE MUST BE 32" CLEAR BETWEEN THE WING WALLS.

NOTE:
- SEE A5.05 FOR ADA NOTES AND ADDITIONAL MOUNTING HEIGHTS.
- FIXTURES BRAND AND MODEL BY INTERIOR DESIGNER.

DRINKING FOUNTAINS

SCALE N.T.S.

POSITION OF BRAILLE

703.4 INSTALLATION HEIGHT AND LOCATION. SIGNS WITH TACTILE CHARACTERS SHALL COMPLY WITH 703.4.

703.4.1 HEIGHT ABOVE FINISH FLOOR OR GROUND. TACTILE CHARACTERS ON SIGNS SHALL BE LOCATED 48 INCHES (1220 mm) MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE LOWEST TACTILE CHARACTER AND 60 INCHES (1525 mm) MAXIMUM ABOVE THE FINISH FLOOR OF GROUND SURFACE, MEASURED FROM THE BASELINE OF THE HIGHEST CHARACTER.

ARCHITECTS
AB Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

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PROPOSED REMODEL FOR
MOUNT DORA BUILDING DEPARTMENT
308 E 5TH AVENUE
MOUNT DORA, FL 32757

MOUNT DORA BUILDING DEPARTMENT

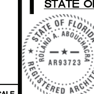
PROJECT#: 03822.GNL/24045

PAGE:

ACCESSIBILITY DETAILS

140 MPH EXP. C

ARCHITECT: STATE OF FLORIDA



Digitally signed by Roland Abouchacra Date: 2024.08.29 15:58:50-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 8/29/24
SCALE: AS NOTED
SHEET A1

ATTACHMENT #3

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR CITYWIDE PROJECTS LESS THAN TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 2. Approval of Agreement and Authorization to Execute.

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

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

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

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to the solicitation for construction manager at risk services for Citywide projects which are less than Two Million Dollars, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

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

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

ATTEST:

Jessica Burnham on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen, City Attorney

Exhibit "A"

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

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

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

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

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

1.1 The Construction Team:

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

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

1.2 Extent of Agreement:

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

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

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

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

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

Construction Manager – Evergreen Construction Group of Florida, LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Owner's Construction Budget:

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

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS):

1. General:

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

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

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

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

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

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

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

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

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

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

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

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

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

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

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

3. Scheduled Control Subsystem:

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

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

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

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

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

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

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

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

4. Budget Control Subsystem:

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

A. Completion of Schematic Documents.

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

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

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

5. Project Accounting Subsystem:

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

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

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

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

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

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

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

2.2 Project Manual:

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

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

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

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

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

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

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

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

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

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

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

2.3 Design and Review and Recommendations:

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

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

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

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

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

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

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

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

Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's

representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction

and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and

all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with

the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the

Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of

work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees,

affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports

Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order,

memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the

Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY
The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's

Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith.

The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit E""**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including

accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance

evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;
H. The termination date;
I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough

properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material

is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 <u>Sales Tax Exempt Purchasing Procedures for Public Projects</u>:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all

other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-

membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

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

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Evergreen Construction Management, Inc. 30941 Suneagle Drive Mount Dora Florida 32757

18.9 Modification:

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

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 Joint Authorship:

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

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that

all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

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

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

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

5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

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

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower

tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's

Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

CATHERINE T. HOECHST
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.

Burnham on behalf

OF

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Sherry G. Sutphen
City Attorney

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 [X] 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 16th day of April, 2020.

(stamp)

Lita Conyers
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Lita Conyers
My Commission GG 130496
Expires 09/07/2021

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:	**TO CONSTRUCTION MANAGER:**	Copy to:
Name	Name	__Architect
Address	Address	__Engineer
		__Field
		__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print: _____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO: 001
PERIOD TO: 03/25/2020
PROJECT NOS.: 1810008

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Evergreen Construction
30941 Suneagle Drive
Mt Dora, FL 32757

VIA ARCHITECT:

CONTRACT DATE: 01/23/2020

CUSTOMER CONTRACT ID:
#02-856137

DESCRIPTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in cor
Continuation Sheet.

1. **ORIGINAL CONTRACT SUM** .....
2. **Net change by Change Orders** .....
3. **CONTRACT SUM TO DATE** (Line 1 + 2) .....
   SCHEDULE OF VALUE .....
4. **TOTAL COMPLETED & STORED TO DATE** .....
5. **RETAINAGE:**
   a. 3.41% of Completed Work
   (Columns D + E)
   b. 0.00% of Stored Material
   (Column F)
   Total Retainage (Line 5a + 5b) .....
6. **TOTAL EARNED LESS RETAINAGE** .....
7. **LESS PREVIOUS APPLICATIONS FOR PAYMENTS**
8. **CURRENT PAYMENT DUE** .....
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** ...

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	0.00	0.00
Total approved this Month:	0.00	0.00
TOTALS:	0.00	0.00
NET CHANGES by Change Order:	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Evergreen Construction

By: _____ Date: _____

Jerry Schafrath / Senior Executive CFO

State of: _____ County of: _____

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

TO:

From:

Project Name:
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
1	01 - Staffing & Site Requirements									0
2	GL Insurance									0
3	02 - Demolition & Site Work									0
4	03 - Concrete									0
5	05 - Metals									0
6	06 - Carpentry & Millwork									0
7	07 - Firestopping, Moisture & Thermal Protection									0
8	08.1 - Doors, Windows									0
9	08.4 - Glass & Storefront									0
10	09.1 - Drywall									0

CONTINUATION SHEET

TO:

From:

Project Name:
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
11	9.2 - Ceilings									
12	9.3 - Flooring									
13	9.5 - Painting									
14	10 - Specialities									
15	15.1 - Fire Protection									
16	15.2 - HVAC & Plumbing									
17	16 - Electrical									
18	Contingency									
19	Fee									
	Totals:									

Exhibit "B"
Agreement with Faden Builders, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Faden Builders, Inc, 1194 Camp Avenue, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

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

1.1 The Construction Team:

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

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

1.2 Extent of Agreement:

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

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

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

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

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

Construction Manager – Faden Builders, Inc.

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

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

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

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

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

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

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

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

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

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

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

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

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS):

1. General:

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

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

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

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

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

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

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

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

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

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

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

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

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

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

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

3. Scheduled Control Subsystem:

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

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

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update,

revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

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

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

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

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

4. Budget Control Subsystem:

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

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

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

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

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

5. Project Accounting Subsystem:

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

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

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

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

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

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

2.2 Project Manual:

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

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

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

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

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

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

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

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

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

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

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

2.3 Design and Review and Recommendations:

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

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

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

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

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

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

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

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

    A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for

completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	**Policy Holder's Rating**	**Required Financial Rating**
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and

shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14 %
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to

assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 <u>Sales Tax Exempt Purchasing Procedures for Public Projects</u>:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's

Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such

nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the

American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

authorized by law, for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

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

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Faden Builders, Inc. 1194 Camp Avenue Mount Dora Florida 32757

18.9 Modification:

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

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 Joint Authorship:

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

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

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

5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules,

regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

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

ATTEST:

Jessica Burnham on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
City Attorney

FADEN BUILDERS, INC.

By: Todd M Faden
Print: TODD M. FADEN
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Todd M. Faden, the President of Faden Builders, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 03 day of April, 2020.

(stamp) JOAN D. LETOURNEAU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG224884
Expires 6/11/2022

NOTARY PUBLIC, State of Florida

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:	**TO CONSTRUCTION MANAGER:**	Copy to:
Name	Name	__Architect
Address	Address	__Engineer
		__Field
		__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print:_____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

To Owner:		Contractor:	
Attn. Owner's Rep:		Submitted By:	
Address:		Street Address:	
City/State/Zip:		City/State/Zip:	

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress _____ or Final _____
Period Covered:	**Date Submitted:**	

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%		Previously Completed	%	Completed To Date	%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
TOTALS w/SALES TAX	$0.00	0.00			0.00		0.00	

Required Signatures:	
Contractor Signature	Date
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	**Accounting:**	**Owner:**
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

Application for Payment

To Owner:		Contractor:	Faden Builders, Inc.
Attn. Owner's Rep:		Submitted By:	Todd M. Faden
Address:		Street Address:	1194 Camp Avenue
City/State/Zip:		City/State/Zip:	Mount Dora, FL 32757

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress ☐	or Final ☐
Period Covered:	**Date Submitted:**		

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%		Previously Completed	%	Completed To Date	%
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
	$0.00	0.00			0.00		0.00	
TOTALS/SALES TAX	$0.00	0.00			0.00		0.00	

Required Signatures:	
Contractor Signature	Date 1/0/00
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	Accounting:	Owner:
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

Exhibit "C"
Agreement with Wharton-Smith, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Wharton-Smith, Inc, 750 Monroe Road, Sanford, Florida 32771 hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

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

1.1 The Construction Team:

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

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

1.2 Extent of Agreement:

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

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

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

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

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

Construction Manager – Wharton-Smith, Inc.

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

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

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

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

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

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

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

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

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

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

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

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

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS):

1. General:

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

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

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

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

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

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

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

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

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

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

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

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

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

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

copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

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

3. Scheduled Control Subsystem:

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

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

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule

and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

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

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

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

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

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction

will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:
Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

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

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

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

5. Project Accounting Subsystem:

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

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

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

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

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

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

2.2 Project Manual:

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

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

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

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

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

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

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

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

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

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

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

2.3 Design and Review and Recommendations:

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

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

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

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

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

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

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

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

    A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as

necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-

Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%

$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction

of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal,

transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice

to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 <u>Sales Tax Exempt Purchasing Procedures for Public Projects</u>:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such

price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the

materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

2. Construction Manager agrees to comply with public records laws, specifically to:

   A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 Severability:

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.7 Waiver:

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

18.8 Notice:

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Owner and the Construction

Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Wharton-Smith, Inc. 750 Monroe Road Sanford, Florida 32771

18.9 Modification:

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

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 Joint Authorship:

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

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

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

5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

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

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. The Construction Manager, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ 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:

_____
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

_____
Sherry G. Sutphen
City Attorney

WHARTON-SMITH, INC.

By: _____
Print: Darin A. Crafton
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Darin A. Crafton, the Executive VP of Wharton-Smith, Inc., who personally swore or affirmed that he/~~she~~ is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who ~~did~~/did not take an oath this 9th day of April, 2020.

(stamp)

KIMBERLY A MURRAY
Notary Public - State of Florida
Commission # GG 217683
My Comm. Expires Jun 11, 2022
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:	**TO CONSTRUCTION MANAGER:**	Copy to:
Name	Name	__Architect
Address	Address	__Engineer
		__Field
		__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print:_____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :

PROJECT:

APPLICATION NO.: **1**
PERIOD TO: **1/0/1900**
PROJECT NOS.:
CONTRACT DATE: **1/0/1900**
W/S JOB NO.: **0**

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

ATTN:

FROM (CONTRACTOR):
WHARTON-SMITH, INC.
750 Monroe Rd.
Sanford, FL 32771

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	0.00
5. RETAINAGE:		
0.00 of Completed Work (Columns D + E on G703)	0.00	
0.00 of Stored Material (Column F on G703)	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$	
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: January 6, 2020
Ronald F,. Davoli -President/CEO

State of: FLORIDA

County of: SEMINOLE

Subscribed and sworn to before me this January 6, 2020

Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only ot the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contracor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 1/6/2020
PERIOD TO: 1/0/1900
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	M
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1		-		-		-	#DIV/0!	-	0.00
2				-		-	#DIV/0!	-	0.00
3				-		-	#DIV/0!	-	0.00
4				-		-	#DIV/0!	-	0.00
5				-		-	#DIV/0!	-	0.00
6				-		-	#DIV/0!	-	0.00
7				-		-	#DIV/0!	-	0.00
8				-		-	#DIV/0!	-	0.00
9				-		-	#DIV/0!	-	0.00
10				-		-	#DIV/0!	-	0.00
11				-		-	#DIV/0!	-	0.00
12				-		-	#DIV/0!	-	0.00
13				-		-	#DIV/0!	-	0.00
14				-		-	#DIV/0!	-	0.00
15				-		-	#DIV/0!	-	0.00
16				-		-	#DIV/0!	-	0.00
17				-		-	#DIV/0!	-	0.00
18				-		-	#DIV/0!	-	0.00
19				-		-	#DIV/0!	-	0.00
20				-		-	#DIV/0!	-	0.00
21				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
	GRAND TOTALS	$ -	$ -	$ -	$ -	$ -	#REF!	$ -	

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20006-5232

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND FADEN BUILDERS, INC.

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY" and Faden Builders, Inc., 1194 Camp Avenue, Mount Dora, Florida 32757, hereinafter referred to as the "CONSTRUCTION MANAGER".

WITNESSETH:

WHEREAS, on April 7, 2020, the CITY approved the Agreement with the CONSTRUCTION MANAGER to provide 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 parties have determined that it is in their best interest to amend the Agreement to update and include the necessary information as required and as set forth herein.

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

1. Article 18, Miscellaneous, of the Agreement is hereby amended to include the following:

18.18 Required Funding Provisions:

The terms, conditions and provisions attached hereto as **Composite Exhibit "F"** are hereby incorporated herein by this reference. To the extent mandated by Federal or State funding requirements, and to the extent any such terms and conditions set forth in **Composite Exhibit "F"** are inconsistent with the terms and conditions of this Agreement, the terms and conditions of **Composite Exhibit "F"** shall prevail.

Composite Exhibit "F" includes:

- Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements
- Attachment 9, Form FHWA - 1273, Required Contract Provisions Federal-Aid Construction Contracts
- Appendices A and E
- 49 CFR 26.13 – What assurances must recipients and contractors make?
- Federal Highway Administration Contractors & Recipients General Terms and Conditions for Assistance Awards

DocuSign Envelope ID: 77D58A26-303A-4057-917A-38F5E9D3683F

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 22 day of MARCH, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sulphen, City Attorney

FADEN BUILDERS, INC.

DocuSigned by:

By: Todd M. Faden

EA608BA3BC674ED...

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 [X] online notarization of Todd M. Faden, as President, of Faden Builders, 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 15th day of March, 2023.

(stamp)

HELEN G JOHNSON
MY COMMISSION # GG 982964
EXPIRES: April 29, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida

ATTACHMENT 8
Contract Provisions for Department of Transportation (DOT) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
   a. 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 Recipient 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.
ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
iii. The Recipient 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 Recipient's legal duty to furnish information.

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

v. The Recipient 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.

vi. The Recipient 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.

vii. In the event of the Recipient'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 Recipient 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.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must 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. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ADMINISTRATIVE

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

15. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

18. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

19. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

20. Retention and Access Requirements for Records

Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

21. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

22. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

25. Additional Assurances

Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

A. _Withholding monthly progress payments;
B. Assessing sanctions;
C. Liquidated damages; and/or
D. Disqualifying the contractor from future bidding as non-responsible.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

26. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FWHA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm, and incorporated by reference.

27. Contract Provisions

If the Project meets the definition of a "Federal Aid Construction Project," Form FHWA-1273 Required Contract Provisions, available at https://www.fhwa.dot.gov/construction/cqit/form1273.cfm and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

28. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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 a 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT F

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT G

49 CFR 26.13 - What assurances must recipients and contractors make?

- eCFR
- Authorities (U.S. Code)
- What Cites Me

prev | next

§ 26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

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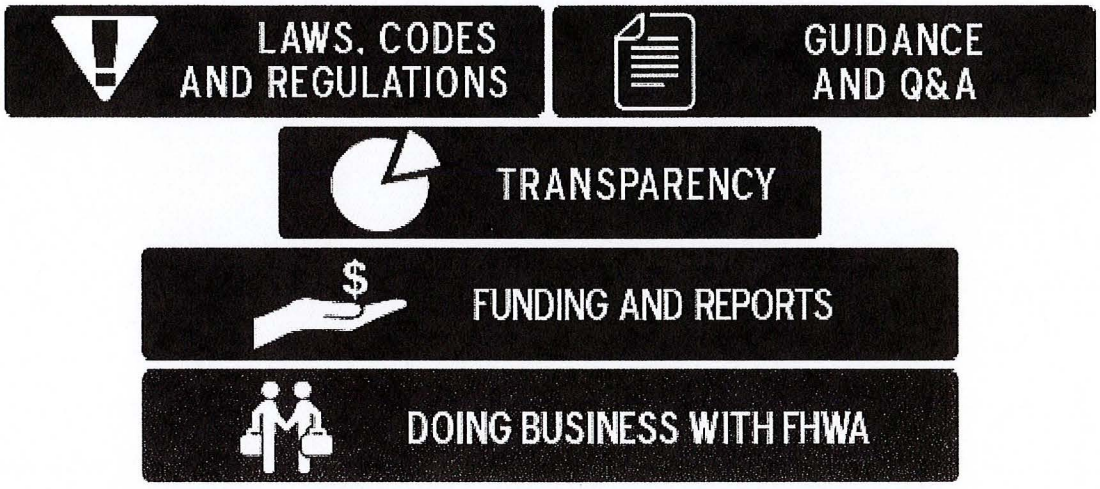
Exhibit H

U.S. Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-4000

DOING BUSINESS WITH FHWA



Contractors & Recipients General Terms and Conditions for Assistance Awards

Effective Date: March 6, 2015
(for awards effective after June 22, 2015)

DEFINITIONS

AO	Agreement Officer
AS	Agreement Specialist
AOR	Agreement Officer's Representative
Agreement	Grant Agreement or Cooperative Agreement
CFR	Code of Federal Regulation
FAR	Federal Acquisition Regulation
FHWA	The Federal Highway Administration
OMB	Office of Management and Budget

1. GOVERNING REGULATIONS

Performance under this Agreement will be governed by and in compliance with the following regulations:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2 CFR Part 200 will be applicable to all non–federal entities as a default position, and that any determination not to apply 2 CFR Part 200 subparts A through E to for–profit entities, foreign public entities, or foreign organizations will be made in writing and identify the basis for that determination.

Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2

2. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (http://www.access-board.gov/508/508standards.htm) - PART 1194 and the Federal IT Accessibility Initiative Home Page (http://section508.gov) for detailed information.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

a. *Electronic documents with images*

   Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that

convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. *Electronic documents with complex charts or data tables*

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. *Electronic documents with forms*

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) **Communications Reference Guide** (https://www.fhwa.dot.gov/publications/research/general/03074/index.cfm) unless otherwise indicate in this scope of work.

The final deliverables under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: http://www.section508.gov/. Unless otherwise indicated, the Recipient represents by signature on this Agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and will meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions will include a text equivalent description (e.g., via "alt", "longdesc", or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at http://www.access-board.gov/sec508/guide/index.htm.

If the information center website existed before the effective date of this Agreement, information presented prior to the date of execution of this Agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this Agreement's period of performance, the modified or updated page must be presented in accessible format.

3. RESPONSIBILITIES OF THE RECIPIENT

The Recipient will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:

- Meeting with the AOR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.
- Participating in meetings via teleconference or web conference with the AOR.
- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- During the period of performance, the FHWA and the Recipient will meet periodically, at a minimum annually, to discuss project activities. The location of the meeting will be established by the AOR. Note: for application process, assume the meeting will be in Washington, DC and will last 1 full day.

4. NON-DOMESTIC TRAVEL

All non-domestic travel must be approved in writing by the AO prior to incurring costs. Travel requirements under this Agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

5. AMENDMENTS

This Agreement and any amendments executed by the AO constitute the entire agreement between the parties. Discussions and understandings concerning such scope and subject matter are superseded by this Agreement and any executed amendments. All changes to the terms and conditions of this Agreement will be in writing, issued as an Amendment and signed by the AO pursuant to 2 CRF 200.308.

a. *Unilateral.* A unilateral amendment is signed only by the AO. Unilateral amendments are used, for example, to make administrative changes; i.e. funding, accounting data changes, change in Government personnel.
b. *Bilateral.* A bilateral amendment is a change that is signed by the Recipient and the AO. Bilateral amendments are used to reflect other agreements of the parties amending the terms of the Agreement.

6. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee the technical administration of this Agreement and act as technical liaison with the performing organization. The AOR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the FHWA or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the FHWA for the expenditure of public funds. The technical administration of this Agreement will not be construed to authorize the revision of the terms and conditions of performance. The AO will authorize any such revision in writing.

7. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly and must include the certification as required by 2 CFR 200.415.

Payments by Reimbursement

Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement or, if construction, the SF 271, Outlay Report and Request for Reimbursement for Construction to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments

Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 2 CFR 200.305 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System, Recipients must eAuthenticate and activate an account by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated, the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

Applicants registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the DELPHI eInvoicing system, comprehensive user's information is available at http://www.dot.gov/policy-initiatives/delphi-einvoicing-system-training-materials.

Account Management

The Applicant should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. Applicants must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

Director of the Office of Financial Management
US Department of Transportation, B-30
Office of Financial Management, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or electronically to: DOTElectronicInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: Ryan Wisniewski

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: Ryan Wisniewski

Express Delivery Point of Contact: Ryan Wisniewski, 405-954-8252

8. FUNDS NOTIFICATION

The Recipient shall notify the AO in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Agreement by the Government. The notice shall state the estimated amount of additional funds required to complete the work under the Agreement.

9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. - **(fill in award number)**."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

10.SITE VISITS

The FHWA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. During a site visit, the Recipient and/or sub-recipient/subcontractor will provide all reasonable facilities and assistance for the safety and convenience of the FHWA representative. All site visits and evaluations will be performed in such a manner as to not unduly delay work.

11. BUDGET REVISION/REALLOCATION OF AMOUNTS (FOR AWARDS OVER THE SIMPLIFIED ACQUISITION THRESHOLD)

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 2 CFR 200.308 The Recipient must obtain prior written approval from the AO to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

12. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this Agreement. Use of the SAM is to provide one location for Applicants and Recipients to change information about their organization and enter information on where government payments should be made Information for registering in the SAM and online documents can be found at www.sam.gov.

13. PRINTING

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

14. DRUG FREE WORKPLACE

The Recipient will comply with Subpart B of 49 CFR Part 32, Government wide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement.

15. DEBARMENT AND SUSPENSION REQUIREMENTS

The non-Federal entity must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict Federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

16. TERMINATION AND SUSPENSION

This Agreement may be terminated or suspended in whole or in part, at any time prior to its expiration date in accordance with 2 CFR 200.339.

The Recipient may appeal or object to a termination or suspension for non-compliance by submitting an appeal in writing to the next level above the AO within 30 days after receipt of the written notification of termination or suspension of this agreement. The Recipient will document the dispute by notifying the Agency in writing of the relevant facts, identify the grounds for objecting or appealing the termination or suspension and specify the remedy sought. The Agency will follow the procedures in the Disputes section when responding to this appeal.

17. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a. Definitions. As used in this clause-

   "Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a locatio where one can safely remain stationary.

   "Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into th device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

b. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

c. The Applicant should-

   i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

   ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

18. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

I. Reporting Sub-awards and Executive Compensation.

a. *Reporting of first-tier sub-awards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal fund that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*
   i. i. You must report each obligating action described in paragraph a.1. of thi: award term to http://www.fsrs.gov.
   ii. ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if th obligation was made on November 7, 2010, the obligation must be reporte by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action tha the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting Total Compensation of Applicant Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fisca year, if-
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received-
      A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) o the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public ha:

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at http://www.sam.gov.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Sub-applicant Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragrapl d. of this award term, for each first-tier sub-applicant under this award, you will report the names and total compensation of each of the sub-applicant's five most highly compensated executives for the sub-applicant's preceding completed fisca year, if-
   i. in the sub-applicant's preceding fiscal year, the sub-applicant received-
      A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) o the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public ha: access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. *Where and when to report.* You must report sub-applicant executive total compensation described in paragraph c.1. of this award term:
   i. To the Applicant.
   ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-applicant by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Sub-awards, and
   ii. The total compensation of the five most highly compensated executives of any sub-applicant.

e. *Definitions.* For purposes of this award term:
   1. *Entity* means all of the following, as defined in 2 CFR Part 25:
      i. A Governmental organization, which is a State, local Government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;
      v. A Federal agency, but only as a sub-applicant under an award or sub-awarc to a non-Federal entity.

   2. *Executive* means officers, managing partners, or any other employees in management positions.

   3. *Sub-award:*
      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you receivec this award and that you as the Applicant award to an eligible sub-applicant
      ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec __ .210 of the attachment to OMB Circular A-133, "Audits of States, Loca Governments, and Non-Profit Organizations").
      iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-applicant considers a contract.

   4. *Sub-applicant* means an entity that:
      i. Receives a sub-award from you (the Applicant) under this award; and
      ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

   5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Applicant's or sub-applicant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
      i. *Salary and bonus.*
      ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
      iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
      v. *Above-market earnings on deferred compensation which is not tax-qualified.*
      vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on

behalf of the employee, perquisites or property) for the executive exceeds $10,000.

19. OMB PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e. paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

20. CONFLICT OF INTEREST

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

21. ANNUAL PROPERTY REPORT

The Recipient must submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient-owned property.

22. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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Page last modified on January 12, 2016

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Adoption of Fire Department Strategic Plan and Community Risk Assessment-Standards of Cover

---

Introduction:
This is a request for City Council to adopt the Fire Department's Strategic Plan and Community Risk Assessment-Standards of Cover

Discussion:
Mount Dora Fire Department is seeking re-accreditation through the Commission on Fire Accreditation International (CFAI), demonstrating a commitment to excellence and continuous improvement in public safety services. The process is comprehensive and involves two cornerstone components: the Community Risk Assessment-Standards of Cover (CRA/SOC) and a Community-Driven Strategic Plan. Together these documents establish performance expectations of the Fire Department by clearly defining operational objectives, performance benchmarks, and resource allocation strategies that align with community needs and expectations, and industry best practices.
Community Risk Assessment-Standards of Cover: At the heart of effective public safety is the measurement and management of risks within the community. The CRA/SOC involves developing a methodology to accurately assess both fire and non-fire hazards throughout the service area. This assessment recognizes all hazards and categorizes them into a manageable framework. The CRA/SOC establishes baseline performance levels and benchmarks performance goals for responding to these risks, focusing not only on response times but also on the final outcomes of incidents. Together, the CRA/SOC enables the Department to define risks, develop appropriate responses, measure current performance, and plan for maintaining or improving services as necessary.
Community-Driven Strategic Plan: Engaging the community and internal stakeholders is essential for aligning the department's goals with the needs and expectations of those we serve. The strategic planning process involves soliciting input to evaluate programs, performance, and future direction. The Department received a total of 367 responses from the community. This results in a credible strategic plan with specific goals and objectives, clearly defining responsibilities, timelines, and funding sources. The plan serves as a road-map for continuous

improvement, ensuring that the Department not only addresses current challenges but is also prepared for future needs.

Budget Impact:
Adoption of these documents has no budget impact.

Strategic Impact:
Enhanced operational effectiveness, improved public safety, better alignment with best practices and community expectations.

Recommendation:
It is recommended that Council adopt the Fire Department's Strategic Plan and Community Risk Assessment-Standards of Cover

Attachment(s):
1. Mount Dora Fire Department 2024 Community Risk Assessment-Standards of Cover
2. Mount Dora Fire Department 2024 Strategic Plan

Prepared by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Rich Loewer, Deputy Fire Chief	Approved - 9/30/2024
	Joseph Hightower, Fire Chief	Approved - 10/2/2024
	City Attorney,	Approved - 10/8/2024
	Jeanann Hand, City Clerk	Approved - 10/8/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/8/2024

Mount Dora
Fire Department

2024 Community Risk Assessment/ Standards of Cover

EST. 1910
MFD
MOUNT DORA FIRE DEPARTMENT

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Introduction

It is the responsibility of a fire department to provide its stakeholders an assessment of expected risk, the resources available to respond to the risk, and the expected outcomes. Fire departments that do not apply a valid risk assessment model to their community are not able to adequately educate their community leaders of their true needs. The application of a tested risk assessment model allows the fire department and City Council to make educated decisions on the level of emergency service they desire.

Utilizing methodologies adopted and by the International City/County Management Association (ICMA), and Florida Benchmarking Consortium, the Mount Dora Fire Department's Community Risk Assessment and Standards of Cover (CRA-SOC), as described by the Commission on Fire Accreditation International (CFAI), "are the first and foundational elements of the CFAI accreditation process, CRA-SOC allows for agencies to make decisions based on data rather than emotion." As described in the CRA-SOC manual, this report will:

- Identify the unique characteristics of the community.
- Apply a methodology to perform an all-hazard risk assessment.
- Determine response strategies relative to the community's unique hazards and risks.
- Assess the historical quality of emergency response performance
- Identify specifically where quality performance exists and where quality of performance is challenged (gaps) and,
- Establish plans for quality maintenance or improvement.

This report represents the Department's commitment to continuous quality improvement and risk assessment. The CRA-SOC, along with the Community Driven Strategic Plan, and the Department's Fire and Emergency Services Self-Assessment Manual (FESSAM), serve as the Mount Dora Fire Department's business plan. Through comprehensive performance measurement, risk assessment, and community driven strategic planning, the community is better informed, and thus able to make more educated decisions on the levels of service they can anticipate.

Executive Summary

The Community Risk Assessment-Standards of Cover (CRA-SOC) serves as a comprehensive framework for the Mount Dora Fire Department's operational strategy, aligning with the Commission on Fire Accreditation International's (CFAI) standards. Defined as the "adopted written policies and procedures that determine the distribution, concentration, and reliability of response forces for fire, emergency medical services, hazardous materials, and other technical responses," the CRA-SOC forms the foundation of the Department's commitment to risk management and community-driven service. A thorough risk assessment, based on proven and consistent models, is critical to providing City Council and the community with an understanding of the Department's capabilities, ensuring that response standards are tailored to the specific risks within the jurisdiction.

This document supports the Department's accreditation process through the Center for Public Safety Excellence (CPSE), tying together the CRA-SOC, the Community Driven Strategic Planning process, and the Fire and Emergency Services Self-Assessment Manual (FESSAM). These elements create a performance

improvement model focused on continuous assessment, strategic resource deployment, and risk mitigation.

Strategic planning aligns with the City's goals of Economic Development, Infrastructure, Fiscal Growth Management, and Public Safety. Through this process, the Department seeks to make informed, data-driven decisions that not only enhance emergency response but also address broader community needs. This performance-driven approach ensures that the Department delivers outstanding service with deliberate, proactive measures, continuously striving to make Mount Dora a safer and better place for residents and visitors.

Description of Community Served

Mount Dora, Florida, is a picturesque city located in central Florida, nestled within Lake County. Known for its charming downtown area, Mount Dora features numerous historic buildings, large canopy oak trees, and a variety of antique and specialty shops. The city hosts numerous festivals and special events throughout the year, attracting both residents and visitors alike.

As part of Lake County, Mount Dora contributes to the region's diverse and rapidly growing population. Lake County itself has experienced significant growth over the past two decades and is projected to continue this trend. There are fourteen municipalities within Lake County, and Mount Dora stands as the sixth largest among them, highlighting its importance in the county's demographic landscape. Mount Dora is also part of the greater Orlando-Kissimmee metropolitan area, providing residents with access to the amenities and opportunities of a larger urban center while maintaining its small-town charm. The City's location offers easy access to Orlando's diverse economic, cultural, and recreational offerings, making it a desirable place to live for those who appreciate a blend of quiet, community-focused living with the conveniences of a nearby metropolitan area.

History and Service Milestones

David M. Simpson settled the City in 1874. In 1880, the postmaster, Ross Tremain, named it Royellou after his children Roy, Ella, and Louis. In 1883, with the opening of the Alexander House, a two-story hotel with 10 rooms, the City was renamed Mount Dora to correspond to the adjoining lake and the fact that the City sits on a plateau of 184 feet above sea level and has the second highest elevation in Florida. On March 25, 1910, it was incorporated as a town and the town was incorporated as a city on April 23, 1953.

After a significant fire in 1922 that burned the block of Donnelly Street from Fourth to Fifth Avenue including the town hall, town leaders came together and built the first fire station in 1923. The first known piece of fire apparatus was a manually pulled, two-wheeled hose cart that allowed the firefighters to bring more equipment to a fire scene.

In 1926, the town purchased an American LaFrance triple pumper for the all-volunteer fire department that was utilized until it was sold to another volunteer fire department in 1953. The fire station maintained

this original location until 1941 when a new firehouse was built on Fourth Avenue between Donnelly and Alexander. The fire department remained completely volunteer until 1965. In 1969 the fire station was moved to Third Avenue just to the East of Donnelly Street at which time four firefighters were on the payroll. The Department transitioned to an all career staffed department in 1988. In 1993 the Fire Department and the Police Department moved into a shared complex at the corner of Lincoln and Donnelly streets where Station 34 and the administrative offices currently reside. In 2009 the Department added a second fire station (Station 35) located on the west side of the City, expanding its services to the community. In 2023 the Department moved into a new Station 35 which brought the station closer within the City limits and reducing response times. As of early 2024 Station 34 is undergoing renovations to update the apparatus bay, storage areas, provide for individual bunk rooms, individual bathrooms wit showers, and expand administrative office area. Future growth on the City's eastern side along the SR 46 corridor will place a higher demand on the Department.

Regarding emergency medical services, in the early 2000's, after sending firefighters to paramedic school, the Department was one of the first fire departments in Lake County to provide advanced life support. Since then, the Department has paved the road for other area fire departments. With the permission and guidance of the Medical Director, the Department was the first in the County to have paramedic field training officers and hold a paramedic preceptor program in-house.

In December 2018 a second unit was placed in service at Station 34, Tower 34. The full time staffing of Tower 34 brought the daily staffed apparatus from 2 to 3 units. Placing a second apparatus, more specifically an aerial apparatus, in service at Station 34 has served several purposes. First, Station 34's response area has a high call volume, which having a second unit in the zone allows for reduced response times by other units, and allows those units to stay within their primary response area. Second, having the tower truck housed in the same station as a fire engine was an integral part of reducing the Department's ISO rating from a 3 to a 2. Having a minimum daily staffing of 8 firefighters (up from 6 with only two units in service in the City) has enabled the Department to get more firefighters on scene faster. This serves to decrease the amount of time it takes to effectively mitigate the problem causing the emergency.

The Department also provides stand-by coverage at festivals and special events, and provides non-emergency services such as fire prevention and public education, hurricane preparation, blood-pressure checks, and annual commercial and multi- family fire inspections.

Legal Basis

As a home rule city under the 1968 Florida Constitution, the city has governmental, corporate, and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. The boundaries of the City of Mount Dora are established by the Laws of Florida, Ch. 29302, 1953, and have been amended over the years by annexation and contraction. The Fire Department is legally established in Chapter 2, Part IV, and Sec. 2.480 of the City Ordinances.

Governance and Administration

The City Council consists of seven members, including the Mayor. Council is comprised of five district representatives, one at-large representative, and the Mayor. The City Council is elected by the public and

is empowered to adopt and enforce legislative and budgetary ordinances, policies, rules, and regulations necessary to conduct the business of the public. By charter approval, the City of Mount Dora has a Council/Manager form of government. This form of government combines political leadership with the strong professional experience of an appointed City Manager. All power and authority is vested in the elected City Council, which hires the City Manager to implement policies and manage daily operations of municipal business. In the capacity of administrative head of the City, the Manager supervises the performance of all full and part time municipal employees. Under the direction of the City Manager, the Fire Chief serves as the Chief Executive Officer of the department and reports directly to the City Manager.

Financial Basis

The City of Mount Dora's accounting and budgeting systems are organized and operated on a fund basis. Funds are accounting entities used to record assets, liabilities, fund balances, revenues, and expenditures. The funds, grouped into six categories, include General, Special Revenue, Debt Service, Capital Projects, Enterprise, and Internal Service. The General Fund serves as the principal operating fund for the City. General Fund Revenues are mainly dependent upon the City's property tax values generated through an established millage rate and represent funds that are available for general government functions including fire protection.

The City of Mount Dora utilizes a Fire Assessment Fee designated to fund capital expenses and equipment purchases for the Fire Department. The economic downturn of 2008 and 2009 required the city to become more effective and efficient and many agree yielded a better organization because of this difficult financial period of reorganization. However, the opportunities to further cut costs without significantly affecting services no longer exists. The City of Mount Dora is poised for growth, which will come with the challenge of ensuring physical infrastructure is in place when the commercial and residential development takes place.

Each year the City of Mount Dora participates in a Capital Improvement Program (CIP) that requires all department administrators to submit anticipated projects for the forthcoming years. This provides the City Council the opportunity to review and prioritize each capital request citywide while considering potential funding sources.

The City's accounting and budgeting systems are organized and operated on a fund basis. Chapter 166.241 of the Florida Statutes requires all municipalities to establish a fiscal year beginning October 1 of each year and ending September 30 of the following year. Pursuant to Florida Statutes Chapter 166.201, municipalities may raise, by taxation and licenses authorized by the constitution, or user charges or fees authorized by local ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law. The municipality may levy ad valorem taxes on real and tangible personal property not to exceed 10 mills. Appropriate officers as prescribed by general law shall perform the assessment and collection of municipal ad valorem taxes.

Under this system, the Annual Budget serves as the legal appropriation enactment on which property taxes can be levied and expenditures can be made. Each year, not later than July 31st, the City Manager prepares and presents to the City Council a Budget for the ensuing year and a recommended maximum millage rate. The Annual Budget is prepared at the direction of the City Manager and must be approved

by the City Council, after two public hearings, prior to the fiscal year it covers. The first is a tentative budget hearing that will adopt a millage rate and budget for the City. The second hearing adopts the final budget and millage rate for the City.

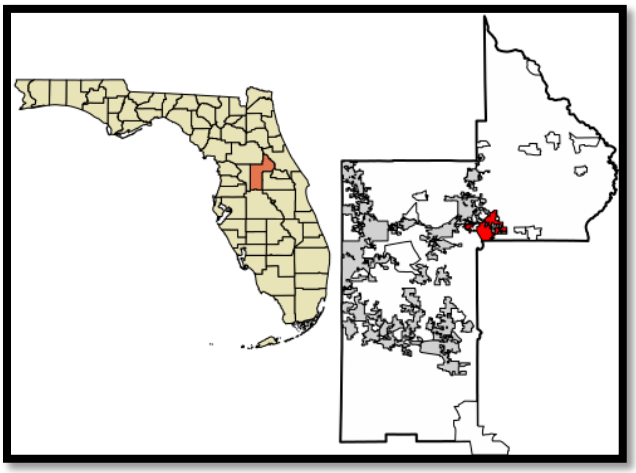
The two budget hearings are separate from regularly scheduled council meetings and must not conflict with the Lake County Board of County Commission and the Lake County School Board meetings. All meetings must be held after 5:00pm on Monday through Friday or anytime on Saturday.

The Budget revenue estimates reflect no less than 95% of the anticipated receipts. The appropriations include sufficient itemized detail for authorization required by law. All contingencies for all budgeted funds are specifically identified. The Final Budgets for all funds submitted to City Council for adoption shall be balanced. A balanced budget is where there are sufficient revenues and all other resources including reserves equal all proposed expenditures, transfers, and future reserves.

In order to communicate and established what the City of Mount Dora considers adequate Reserves, the City Council had adopted targets for Reserves that will be maintained for the General and all Enterprise Funds.

Description of Area Characteristics

Geography



Mount Dora, FL is located approximately 35 miles northwest of Orlando and is located 28.81 latitude and -81.63 longitude. Mount Dora is located in Lake County and is part of the Orlando- Kissimmee-Sanford Metropolitan Statistical Area. It is situated at elevation 184 feet above sea level, the second highest elevation in Florida. According to the United States Census Bureau and the City's Planning Department, the city has a total area of 11.7 square miles, with approximately 1.7 square miles of it being water. The completion of the Wekiva Parkway brought Mount Dora more within reach of Central Florida's network of highways, connecting the ultra-busy Interstate 4 with State Road 429 linking the eastern and western toll routes around Orlando.

Topography

Mount Dora, like much of Central and North Florida away from the coastline, features rolling hills. Much of Florida, especially areas closer to the coastline and south of the Orlando Metropolitan region has elevations of less than 12 feet above sea level. The highest point in peninsular Florida is known as Sugarloaf Mountain, which is 312 feet above sea level and located in Lake County outside the city of Mount Dora near Clermont.

Climate

Mount Dora, Florida has a humid subtropical climate, with hot, humid summers and mild winters. The average temperature in Mount Dora ranges from 50 degrees Fahrenheit (10 degrees Celsius) in the winter to 90 degrees Fahrenheit (32 degrees Celsius) in the summer. The hottest month of the year is July, with an average high temperature of 90 degrees Fahrenheit and a low temperature of 75 degrees Fahrenheit. The coldest month of the year is January, with an average high temperature of 69 degrees Fahrenheit and a low temperature of 50 degrees Fahrenheit.

Mount Dora receives an average of 50 inches of precipitation per year, with most of the rain falling during the summer months. The wettest month of the year is August, with an average rainfall of 6 inches. The driest month of the year is November, with an average rainfall of 2 inches.

The humidity in Mount Dora is high, especially during the summer months. The average humidity in Mount Dora ranges from 70% in the winter to 90% in the summer. The high humidity can make the summers feel oppressive, especially for people who are not used to the heat and humidity .Notwithstanding the above, the area is still prone to natural disasters including hurricanes, tornados, and severe thunderstorms.

Population and Demographic Features

United States Census Bureau Quick Facts & Florida BEBR	Mount Dora	Lake County
Population		
Population estimates, (Florida BEBR April, 2023)	17,843	414,749
Population estimates base, April 1, 2023	16,335	383,962
Population, percent change - April 1, 2020 to July 1, 2023	8.70%	10.50%
Population, Census, April 1, 2020	16,341	383,956
Population, Census, April 1, 2010	12,370	297,052
Age and Sex		
Persons under 5 years, percent	5.20%	4.60%
Persons under 18 years, percent	18.60%	18.80%
Persons 65 years and over, percent	33.20%	26.80%
Race and Hispanic Origin		
White alone, percent	74.00%	82.00%
Black or African American alone, percent	13.70%	12.40%
American Indian and Alaska Native alone, percent	0.00%	0.60%
Asian alone, percent	0.10%	2.40%
Native Hawaiian and Other Pacific Islander alone, percent	2.70%	0.20%
Two or More Races, percent	7.60%	2.30%
Hispanic or Latino, percent	16.10%	18.70%
White alone, not Hispanic or Latino, percent	65.00%	65.60%
Housing		
Housing Units, July 1, 2023, (V2023)	X	192,112

Owner-occupied housing unit rate	62.70%	76.40%
Building Permits, 2023	X	6,316
Families and Living Arrangements		
Households	7,022	153,817
Persons per household	2.28	2.49
Living in same house 1 year ago, percent of persons age 1 year+	90.80%	87.40%
Language other than English spoken at home	10.40%	15.00%
Computer and Internet Usage		
Households with a computer, percent, 2018-2022	94.90%	95.10%
Households with a broadband Internet subscription, percent	90.30%	90.20%
Education		
High school graduate or higher, percent of persons age 25 years+	93.00%	90.40%
Bachelor's degree or higher, percent of persons age 25 years+	35.50%	25.70%
Health		
With a disability, under age 65 years, percent, 2018-2022	10.80%	10.30%
Persons without health insurance, under age 65 years, percent	16.10%	14.60%
Economy		
In civilian labor force, total, percent of population age 16 years+	52.00%	53.70%
In civilian labor force, female, percent of population age 16 years+	48.40%	49.50%
Total accommodation and food services sales, 2017 ($1,000)	70,364	646,182
Total health care and social assistance receipts/revenue, 2017 ($1,000)	139,111	2,211,050
Total transportation and warehousing receipts/revenue, 2017 ($1,000)	D	277,751
Total retail sales, 2017 ($1,000)	368,504	4,938,933
Total retail sales per capita, 2017	$26,538	$14,281
Transportation		
Mean travel time to work (minutes), workers age 16 years+	27	30
Income and Poverty		
Median household income (in 2022 dollars), 2018-2022	$65,774	$66,239
Per capita income in past 12 months (in 2022 dollars)	$40,912	$35,150
Persons in poverty, percent	15.50%	9.70%
Geography		
Population per square mile, 2020	2,032.70	403.5
Population per square mile, 2010	1,542.10	316.6
Land area in square miles, 2020	8.04	951.55
Land area in square miles, 2010	8.02	938.38

Future Growth

As Mount Dora progresses with its long-term development plans, significant growth is anticipated across both residential and commercial sectors, directly impacting the city's fire protection and emergency services. The Comprehensive Plan 2045 outlines key development areas, including the downtown revitalization, western expansions near SR 19A and Old 441, and the employment center along SR 46. These areas will experience increased population densities and higher levels of commercial and industrial activities, introducing new fire risks that must be addressed in the fire department's community risk assessment.

The projected growth will present challenges for emergency services in several ways. First, the increase in high-density residential and commercial developments will place a greater demand on resources. For example, the employment center along SR 46, with its industrial and commercial growth, will require higher fire flows for industrial sites—necessitating upgrades to water infrastructure and fire suppression systems. Additionally, the expansion of the City will require an evaluation of emergency response coverage. To maintain acceptable response times, the Department will need to evaluate the need for an additional fire station. Joint service agreements with neighboring jurisdictions can help optimize resource allocation in these newly developed regions. The growing population and increased urban density will also necessitate improvements in fire prevention and community education. Densely populated residential areas introduce a higher likelihood of fire incidents, while expanding commercial and industrial zones bring new hazards. Fire prevention strategies, such as enhanced code enforcement, building inspections, and public education programs, will be essential in mitigating these risks. Furthermore, collaboration with city planners and public works will be crucial to ensure that future water infrastructure projects meet the necessary fire flow requirements for new developments. Ensuring the extension of hydrant networks and adequate water pressure in all areas is critical for effective fire suppression.

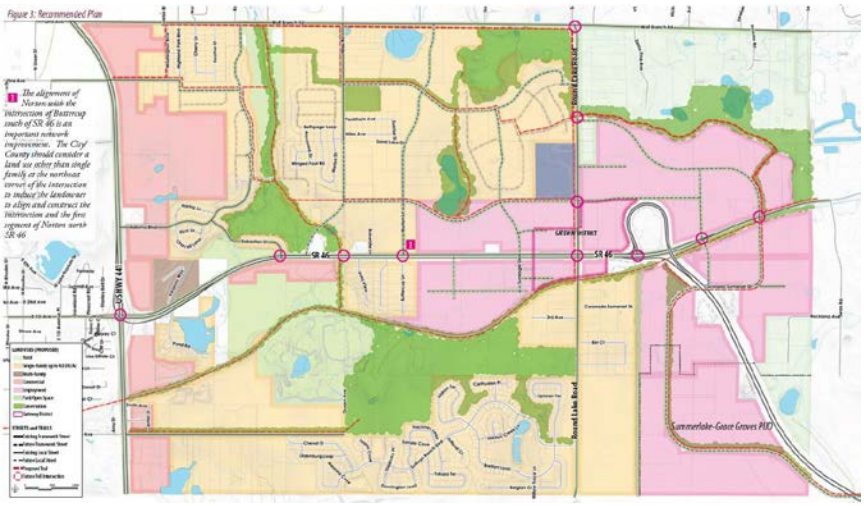
US 441 Corridor (Central Zone)

There is significant development land in the 500 acre corridor (3.5 miles in length) approx. 250 acres are vacant. Current development consists of highway commercial and community uses, with residential behind the highway frontage uses. In the long term (10+ years), the area between Donnelly Street and SR 46 may transition in both density and intensity with mixed land use nodes near these two major intersections with connectivity of transitional use. Project development sizes can range from 1-2 acres to over 100 acres based on current ownership patterns.

Golden Triangle Area (West Zone)

With the Golden Triangle's significance in both multi-modal connectivity and transition into the City, redevelopment of the area could be focused on establishment of a functioning activity center. Ideally a mix of commercial and medium to-high density residential supports a redeveloped retail center with a high degree of multi-modal access. The on-site water body also presents an opportunity for integration of a public space component.

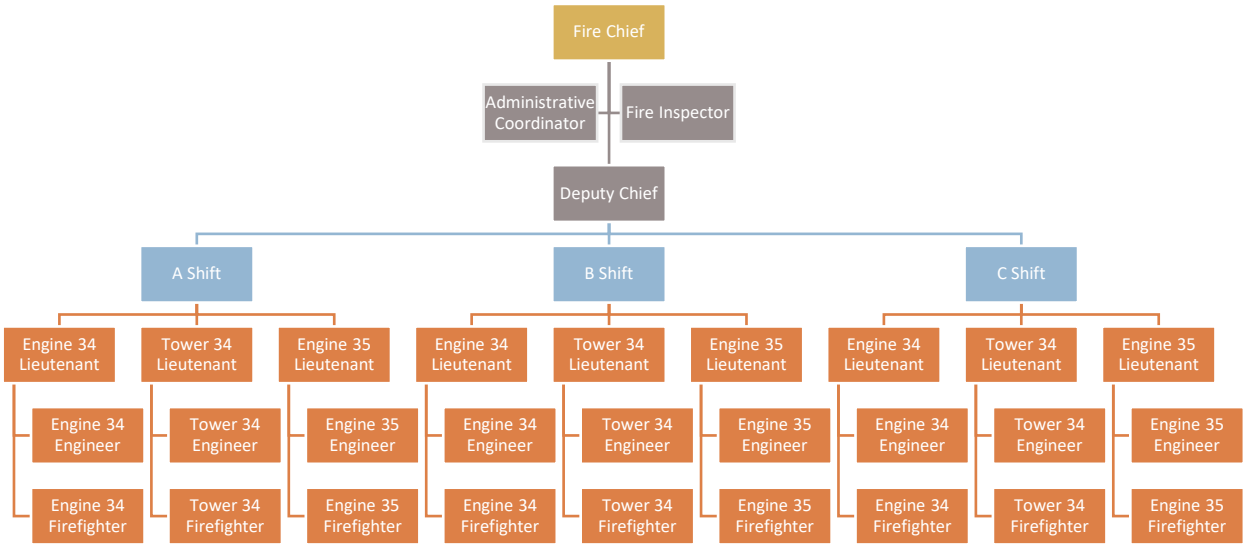
Wolfbranch Innovation District (East Zone)



Located near the newly completed Wekiva Parkway, this district aims to attract technology-focused businesses, research facilities, and mixed-use developments. The district is a key part of Mount Dora's long-term growth strategy, combining urban living with green spaces, outdoor trails, and nature areas to create a balanced environment that supports both economic and community development. It is expected to drive significant growth in the city's eastern areas, particularly along major roadways like US 441 and SR 46.

Description of Current Deployment

The Executive Team is comprised of two senior uniformed officers, The Fire Chief and the Deputy Fire Chief. The Department receives administrative support from one Administrative Coordinator. The Department also has one Fire Inspector responsible for fire prevention and inspections. The Department has an authorized strength of 27 full time shift personnel to staff two engines and a tower. The units Attack 34 (a brush style truck) and Utility 34 (a side by side ATV) are staffed on an as needed basis for incidents and by personnel for special events.



Fire Stations

Mount Dora Fire Department operates two fire stations within the City. Fire Station 34 is located at 1300 North Donnelly Street, Mount Dora. Fire Station 35 is located at 3200 North Highway 19a, Mount Dora. All administrative staff are located at Station 34, which is a shared public safety building with Mount Dora Police Department.

Station 34

Station 35

Staffing Resources

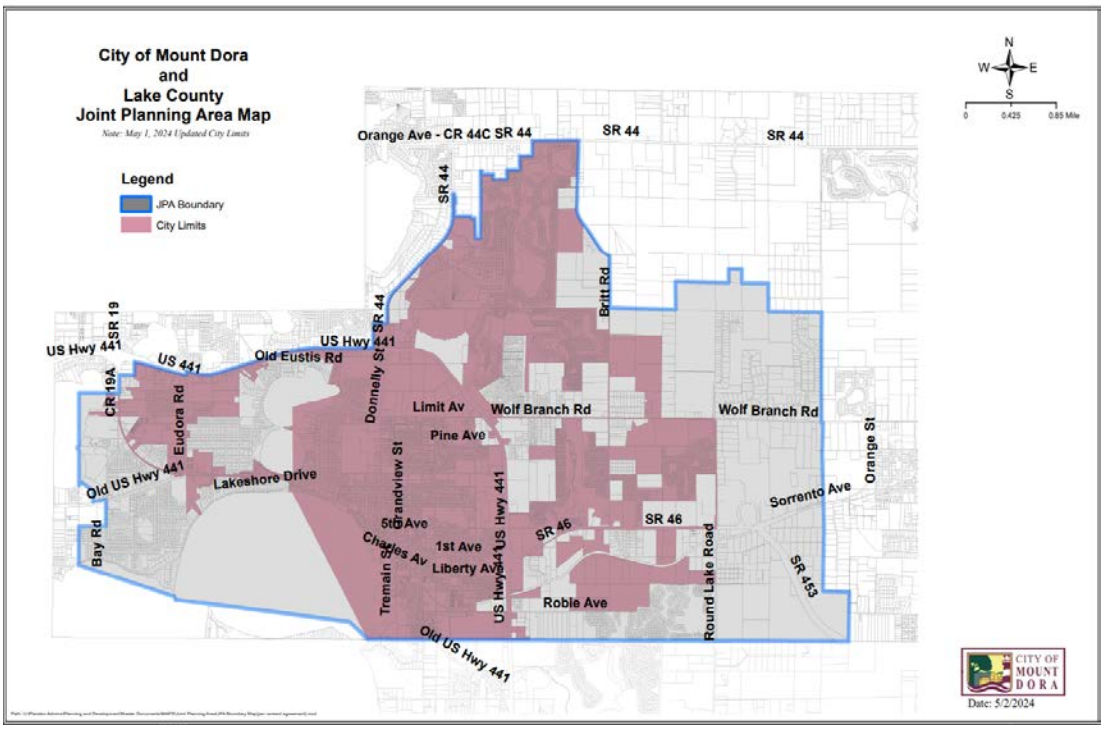
Mount Dora Fire Department operates with 27 full time career firefighters based out of two fire stations. A fully staffed shift consists of 9 firefighters, with a minimum staffing of 8 firefighters. Minimum staffing on each engine is three personnel, to include an officer, driver, and firefighter; one of which must be a paramedic. Minimum staffing on the tower is two personnel, to include an officer and driver, one of which must be a paramedic. There is no on-duty battalion chief. Battalion Chiefs respond from Lake County and/or Tavares as part of the closest unit/automatic aid agreement. During administrative hours, the Deputy Chief responds for incident command.

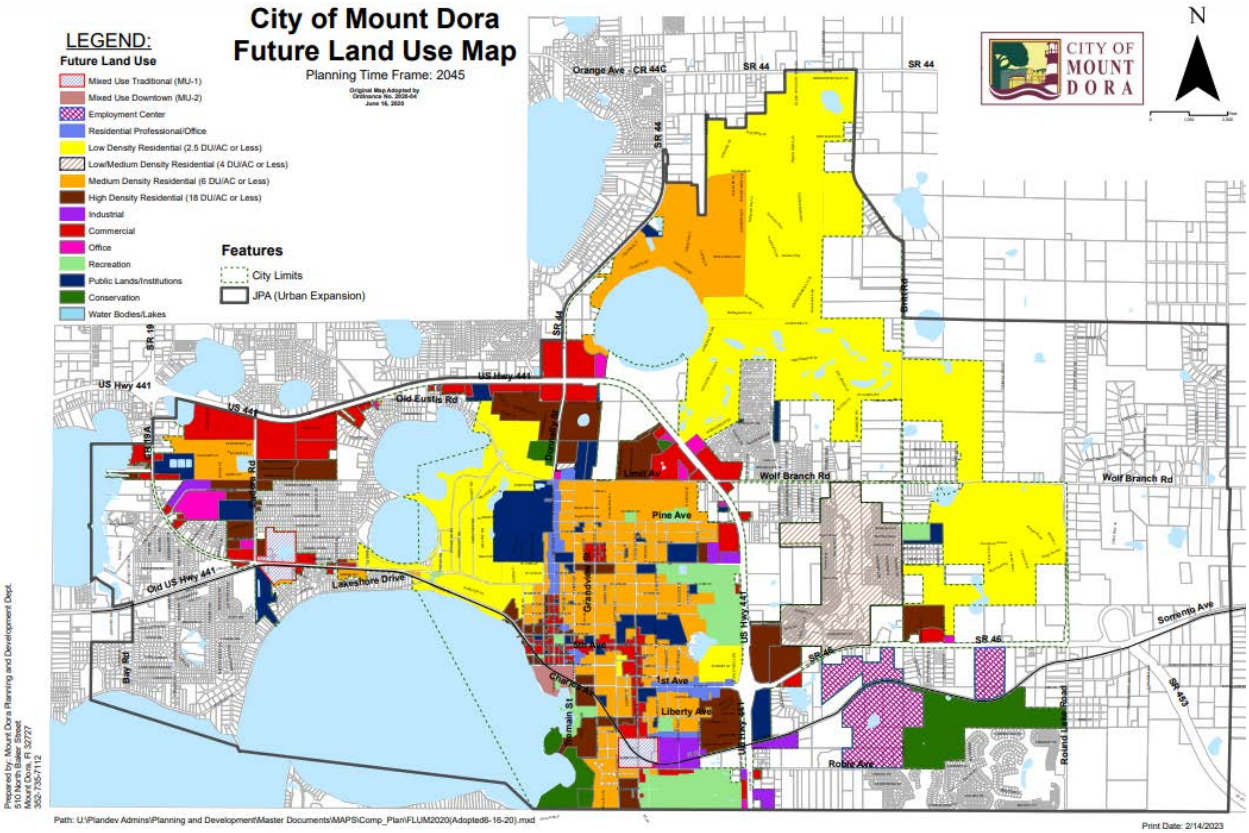
Apparatus Resources				
Unit	Station	Max (Min) Staffing	Type	Model Year
Engine 34	34	3(3)	Engine	2021
Tower 34	34	3(2)	Tower	2021
Utility 34	34	-	ATV	2024
Attack 34	34	-	F-450	2002
Engine 35	35	3(3)	Engine	2017
Engine 341	35	Reserve	Engine	2017
Utility 35	35	-	ATV	2015
Chief 34	34	1	SUV	2021
Chief 35	34	1	F-150	2021
Prevention 34	34	1	SUV	2021

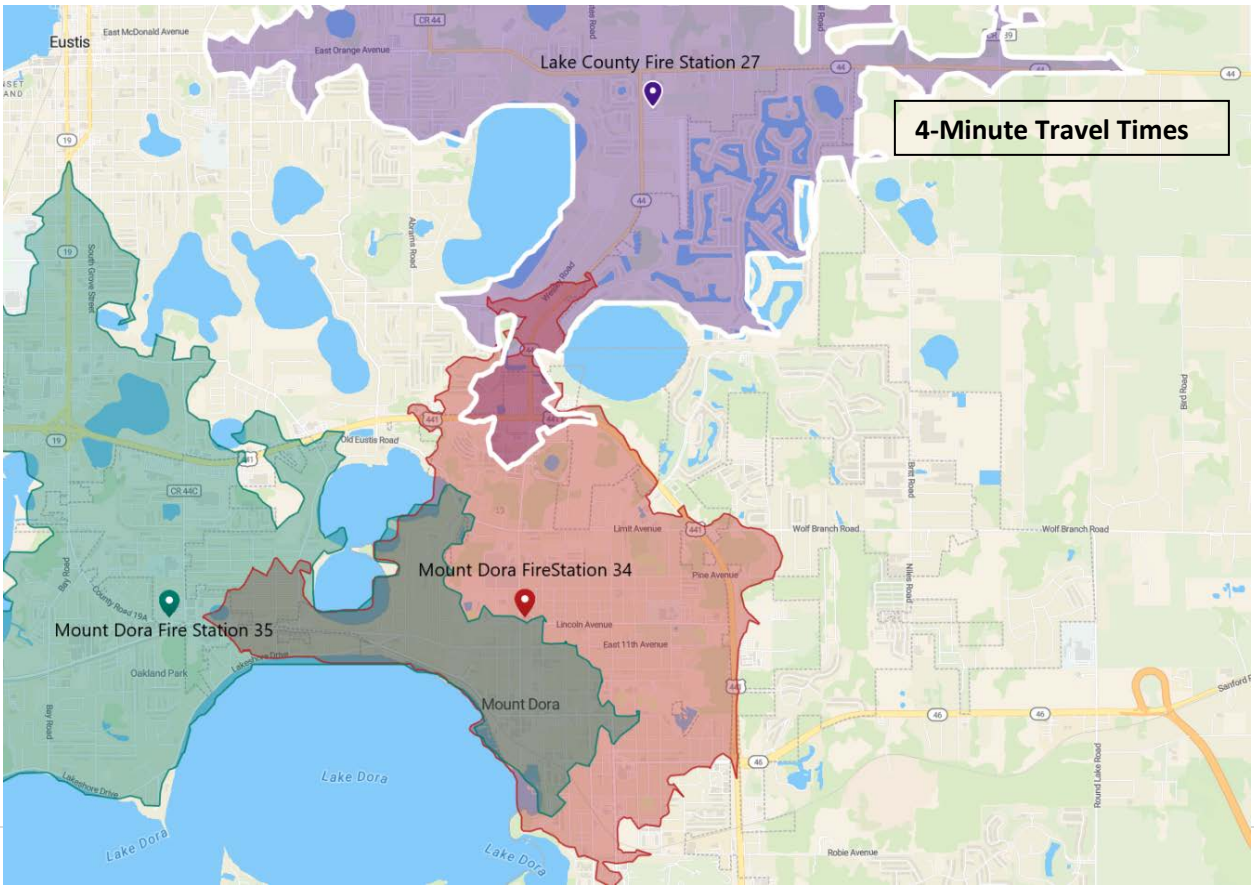
Response Area

Mount Dora encompasses about 11 square miles. The cities of Eustis and Tavares border the City to the north and west. Lake Dora and Orange County draw the southern border of the city. The eastern part is bordered by unincorporated Lake County. Most of the planned growth will occur in this area over the next several years. The City is also pocketed with many unincorporated areas of Lake County.

Mount Dora Fire Department has a clearly established jurisdictional boundary that identifies the service area. Lake County Sherriff's Office serves as the primary Public Safety Answering Point (PSAP) for all 911 calls within the City. Calls for Fire/EMS are then transferred to Lake County Fire Rescue Dispatch. Lake County Fire Rescue Dispatch handles dispatch and radio communication for all fire departments within Lake County. All apparatus have automatic vehicle locators for automatic aid/closest unit response.




City of Mount Dora
Future Land Use Map
Planning Time Frame: 2045
LEGEND:
Future Land Use
Mixed Use Traditional (MU-1)
Mixed Use Downtown (MU-2)
Employment Center
Residential Professional/Office
Low Density Residential (2.5 DU/AC or Less)
Low/Medium Density Residential (4 DU/AC or Less)
Medium Density Residential (6 DU/AC or Less)
High Density Residential (18 DU/AC or Less)
Industrial
Commercial
Office
Recreation
Public Lands/Institutions
Conservation
Water Bodies/Lakes
Features
City Limits
JPA (Urban Expansion)
CITY OF MOUNT DORA
N
Orange Ave - CR 44C
SR 44
US Hwy 441
Old Eustis Rd
Limit Ave
Wolf Branch Rd
Pine Ave
Old US Hwy 441
Lakeshore Drive
Sorrento Ave
SR 46
1st Ave
Liberty Ave
Robie Ave
Round Lake Road
SR 453
Bay Rd
Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32757
352-735-7112
Path: U:\Plandev Admins\Planning and Development\Master Documents\MAPS\Comp_Plan\FLUM2020(Adopted6-16-20).mxd
Print Date: 2/14/2023


4-Minute Travel Times
Lake County Fire Station 27
Mount Dora FireStation 34
Mount Dora Fire Station 35
Mount Dora
Lake Dora
Eustis
East McDonald Avenue
East Orange Avenue
Old Eustis Road
Limit Avenue
Wolf Branch Road
Pine Avenue
Lincoln Avenue
East 11th Avenue
Oakland Park
Lakeshore Drive
Robie Avenue
Round Lake Road
Bay Road
South Grove Street
Abrams Road
Bird Road
Niles Road

Community Expectations

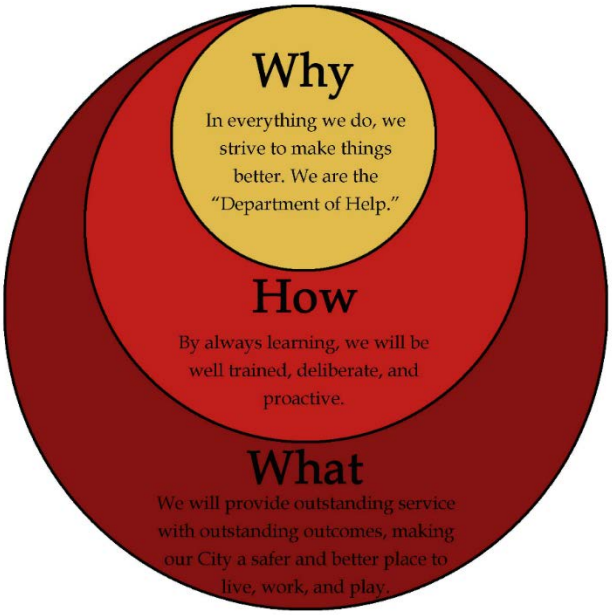
The Mount Dora Fire Department conducted an online community survey to gather valuable feedback from residents regarding their expectations, experiences, and suggestions for improving fire department services. A total of 369 responses were received. The survey asked participants to identify the Department's strengths, areas for improvement, and potential challenges, as well as suggestions for new services or programs. It also sought insights on how the Department could enhance its engagement with the community, while addressing concerns related to response times, staffing, equipment, and overall service quality. The information gathered through the survey will help guide strategic planning and operational improvements for the department.

The community expects the Department to provide rapid and effective emergency response services, with an emphasis on professionalism, efficiency, and safety. Residents anticipate timely responses to emergencies, ensuring that their lives and property are protected. Additionally, the community values the Department's role in public education, with many expecting proactive engagement through fire safety programs, CPR training, and emergency preparedness workshops. The community also expects the Department to maintain modern, well-functioning equipment and facilities to support its operations. As the City continues to grow, there is an expectation that the Department will scale appropriately, addressing increased demand through adequate staffing and resource allocation. Lastly, residents place a high value on clear communication, transparency, and visibility within the community, ensuring they are informed and reassured by the Department's presence and capabilities.

Guiding Principles & Mission

The department has a long and distinguished history of providing emergency services to the residents and visitors of Mount Dora. Internal and external stakeholder input established the framework for the organization to develop clearly established guiding principles, values, and mission. Today, the department continues to honor its history as it continues its mission to its residents.

Inspiration for how the Department created the above statements comes from renowned leadership and organizational expert Simon Sinek. His belief (and the title of his book), which has been adopted by Mount Dora Fire Department, is to "Start with Why?" Thus Mount Dora Fire Department's mission and vision statements are described in *Why, How, and What* we strive to do.



Mission Statement

The Mission of the Mount Dora Fire Department is:

To save lives, protect property, and promote public safety. In everything we do, we strive to make things better. By always learning we will be well trained, deliberate and proactive. Delivery outstanding results with outstanding service.

Description of Agency Programs and Services

Prevention Program

The Department's prevention program falls under the direction of the Fire Chief, with divisions falling under both the Fire Department and Building Division. The Fire Chief serves as the Authority Having Jurisdiction. The Building Division's Building Official serves as the Fire Marshal. The Building Division is responsible for all new construction inspections and plans review. The Fire Department's Fire Inspector is responsible for annual fire inspections for existing occupancies. The Fire Department plays an active role in providing comments to the Development Review Committee during the plans review process. The City of Mount Dora has adopted fire prevention and building codes, as stated in Chapter 10 – Buildings and Building Regulations of the City ordinances, which adopts the currently mandated edition of the State Building Code and the current edition of the Building Officials Association of Florida Model Administrative Code. As stated in Chapter 22 – Fire Prevention and Protection of City ordinance, the City adopts the currently mandated edition of the Florida Fire Prevention Code, and the Rules and Regulations of State Fire Marshall pursuant to Florida Statute 633 and Florida Administrative Code 69a. The Florida Fire Prevention Code (FFPC) is adopted by the State Fire Marshall at three year intervals as required by Chapter 633.202, Florida Statutes. The current edition of the FFPC went into effect December 31, 2023 and is based off the 2021 editions of NFPA 101 – Life Safety Code and NFPA 1 – Fire Code.

Public Education

Beyond emergency response services, the Department actively engages in a variety of public education initiatives designed to empower our community with the knowledge and tools necessary to prevent and respond to emergencies. These initiatives include Hands-Only CPR and Stop the Bleed classes, smoke detector battery installations, fire prevention education, hurricane preparedness sessions, and other public education services.

Fire Suppression

The Department provides fire suppression services within the City as well as response to requests for service from adjacent municipalities and areas in Lake County, Eustis, and Tavares. Fire suppression services are provided from two fire stations. Mount Dora has automatic-aid and closest unit dispatching agreements with Eustis, Tavares, and Lake County Fire Rescue, which assist in attaining the effective response force and command positions. The Department operates two engines and one tower truck as part of daily operations.

Emergency Medical Services

The Department provides emergency Advanced Life Support (ALS) services with patient transport provided by Lake County Fire Rescue. All Mount Dora Fire Department personnel fall under the direction of the Lake EMS Medical Director. Emergency Medical Services are responsible for over seventy five percent of the department's request for service each year. All personnel must, at a minimum, be certified Emergency Medical Technicians. Over 80% of personnel are certified paramedics.

Technical Rescue

Mount Dora Fire Department does not operate a formal Technical Rescue Team. A number of personnel are trained to the operations and technician level in rope rescue, confined space, trench, and structural collapse rescue. The department maintains an automatic aid agreement with Lake County Fire Rescue

which is capable of providing technician level rescue capabilities such as high-angle rescue, below-grade and confined space rescue, and trench rescue.

Hazardous Materials

Mount Dora Fire Department does not operate a Hazardous Materials (HazMat) team. All personnel are trained to the operations level in line with NFPA 472 – Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents. When a HazMat incident is beyond the capabilities of the Department, firefighters are trained to isolate, deny entry, and evacuate scenes where hazardous materials are involved. The automatic aid agreement with Lake County Fire Rescue provides the City with technician level personnel for necessary incidents.

Emergency Management

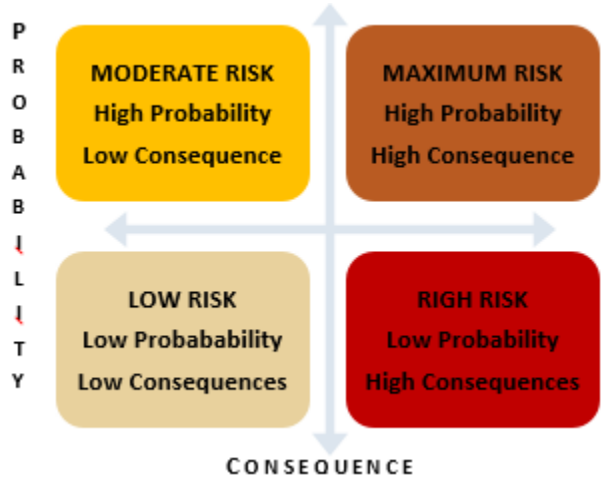
The emergency management structure in Florida is guided by Chapter 252 of the Florida Statutes, which establishes four levels of intervention: local, county, state, and federal. Each county operates an emergency management agency to coordinate disaster relief, and the Statewide Mutual Aid Agreement (SMAA) facilitates resource sharing and assistance requests when local resources are exhausted. The Florida Division of Emergency Management (FDEM) coordinates State assistance.

The Florida Fire Chiefs' Association's (FFCA) Statewide Emergency Response Plan (SERP) was developed in response to the devastation caused by Hurricane Andrew in 1992. This disaster highlighted the need for greater coordination in inter-agency disaster management. The SERP aims to provide systematic mobilization, deployment, organization, and management of emergency resources across Florida and the nation. The plan follows an all-hazards approach to manage various types of disasters, utilizing a tiered response system

Within the City, emergency management functions are broadly divided into two categories: hurricanes and special events. For hurricane preparation and response the City's Assistant City Manager/Electric Utility Director and serves as Emergency Management Coordinator for the City. For special events within the City, the Deputy Fire Chief leads emergency management activities.

The City hosts a number of special events throughout the year. There are over 35 events each year in the City, with three having hundreds of thousands of attendees each. The Department utilizes off-duty staffing requirements for special event staffing. The reason is to meet two goals: 1) minimize impact to the normal resource deployment model by increased call volume from the special event, and 2) minimize the response time to incidents at events. Events are staffed utilizing off-duty crews with the utility vehicle, reserve engine, and attack truck; depending on the size and complexity of the event.

All-Hazard Risk Assessment of the Community



A community risk assessment is a process of identifying and analyzing risks and vulnerabilities within the community. Systematic methodologies were utilized in analyzing community risk for all programs. The Department utilized a hybrid assessment of the two-axis methodology and two-axis parabolic curve – both of which simultaneously consider the probability and consequence outcomes of each threat. When considering a particular risk, moving vertically up the Y-axis would indicate that the particular risk has a higher probability of occurrence. Moving right along the X-axis indicates that the risk poses a greater loss to the community. Although not fully implemented in the risk assessment, the Department also considered impact on services in its risk assessment utilizing the three-axis model. For the purpose of conducting an extensive all-hazards risk assessment, the Department utilized the risk assessment performed by Lake County Office of Emergency Management in their published 2020 Lake Local Mitigation Strategy. This document was adopted by City Council as resolution #2121-137.

Fire Risks

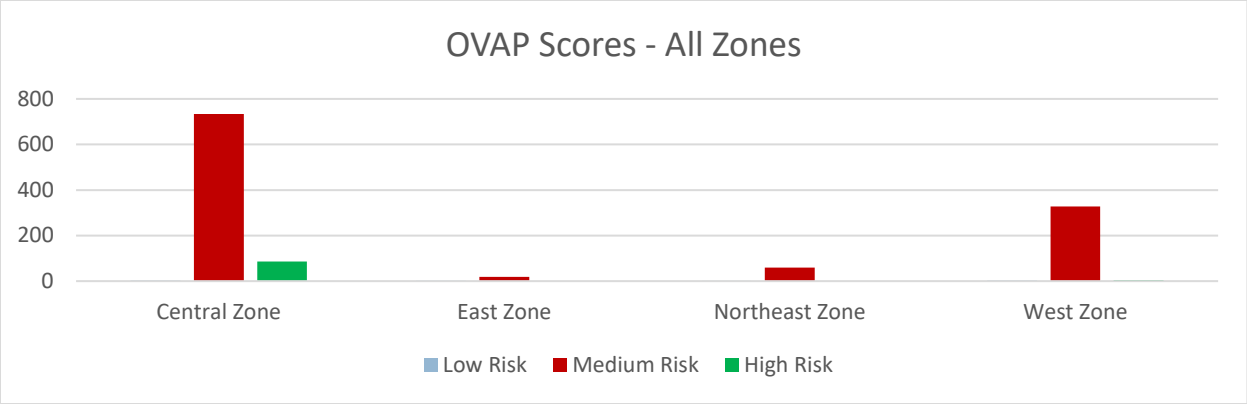
Methodology

The risk assessment process utilizes a systematic methodology to evaluate the unique risks that are specific to the Mount Dora Fire Department. The department is utilizing the VISION tool through Emergency Reporting to develop an Occupancy Vulnerability Assessment Profile (OVAP) score for each commercial occupancy. The OVAP score is the sum of variables related to the building itself, the life safety hazard, the risks, water supply, and property value. The building is evaluated by exposure separation, type of construction, number of floors, occupancy access, and square footage. Life safety is evaluated by the occupancy load, occupancy mobility, warning alarm system, and exits. The risk is evaluated by the level of regulatory oversight, human activity, and experience of events, capacity to control events, the hazard index, and the fire load. Water supply is evaluated by a comparison of needed fire flow versus available water flow. Finally, property value is scored according to level of economic impact a loss would have. All of these elements comprise the quantifiable risk- rating matrix currently being used to categorize its occupancies as maximum, significant, moderate, or low risks.

Fire events in buildings with significant square footage, elevated floors (stories), high life occupancy risks, hazardous operations, and vulnerable construction types often necessitate a relatively higher demand for personnel and apparatus to mitigate fire events. Therefore, these buildings accumulate a higher OVAP score. Conversely, the presence of a fire alarm and/or an automatic sprinkler system elicited a negative numeric value, reducing the building's OVAP score since immediate notification and/or mitigation capabilities are provided.

All - Hazard Identification and Vulnerability Assessment

Mount Dora is vulnerable to a variety of natural, technological, and human-caused hazards, which threaten the health and wellbeing of the community, affect economic health, and pose harm to the environment. Lake County Office of Emergency Management collaborated with local municipalities and other interested parties to establish the Lake County Local Mitigation Strategy Working Group (LMS



Working Group). The LMS Working Group is a multi-jurisdictional approach to mitigation planning designed to identify the hazards threatening Lake County in order to estimate risk, impacts, and potential consequences. In addition, the Lake County Comprehensive Emergency Management Plan (CEMP) required by Chapter 252 of the Florida Statutes establishes the framework to ensure all of Lake County and its municipalities will be adequately prepared to deal with all threatening hazards. The CEMP addresses the four phases of emergency management to include preparedness, response, recovery, and mitigation.

Hurricanes and Tropical Storms: Mount Dora is vulnerable to hurricanes and tropical storms, particularly during the Atlantic hurricane season from June to November. These storms can bring high winds, heavy rainfall, and flooding, causing extensive damage to infrastructure, homes, and businesses. The impacts of hurricanes can include power outages, road blockages, and increased emergency response demands. Historical data indicate that while Mount Dora is inland, it can still experience significant effects from hurricanes that make landfall along Florida's coast.

Flooding: Flooding is a risk in some low-lying areas of the City, especially during the rainy season and in the aftermath of hurricanes and tropical storms. Flooding can damage property, disrupt transportation, and pose health risks due to water contamination and mold growth.

Severe Thunderstorms: Severe thunderstorms are common in Mount Dora, particularly in the summer months. These storms can produce heavy rain, strong winds, hail, and lightning. Lightning strikes are a notable concern, given Florida's status as the lightning capital of the United States. Severe thunderstorms can cause property damage, power outages, and pose direct threats to human safety.

Tornadoes: Tornadoes, while less frequent than hurricanes, represent an infrequent, yet severe weather threat to Mount Dora. Tornadoes can develop rapidly with little warning, causing localized but intense

damage. Structures may be damaged or destroyed, and debris can pose significant hazards to residents and emergency responders.

Wildfires: Central Florida, including Mount Dora, can experience periods of drought that increase the risk of wildfires. Wildfires can be exacerbated by dry conditions, high temperatures, and strong winds, leading to the rapid spread of fires through forests, grasslands, and even urban areas. While not specifically having any wildland areas within the City, the wildland urban interface, the area where human development and undeveloped wildland meet, is a risk.

Extreme Heat: Mount Dora experiences high temperatures, particularly in the summer months, which can lead to extreme heat conditions. Prolonged exposure to high temperatures can cause heat-related illnesses such as heat exhaustion and heat stroke, particularly among vulnerable populations such as the elderly, young children, and those with preexisting health conditions.

Technological Hazards: Technological hazards refer to incidents stemming from the failure of technological systems, including infrastructure, utilities, and communication networks. Mount Dora is vulnerable to power outages caused by severe weather, equipment failure, or cyber-attacks. Extended outages can disrupt daily life, business operations, and emergency services, posing risks to public health and safety, particularly for vulnerable populations. As reliance on digital infrastructure grows, so does the risk of cyber-attacks on critical systems such as government databases, financial institutions, and utilities. A successful cyber-attack could lead to data breaches, financial loss, and disruption of essential services.

Hazardous Materials: Hazardous materials incidents involve the release of dangerous substances that can pose immediate and long-term health risks. Given Mount Dora's location and transport routes, there is a risk of hazardous materials being released during transportation accidents involving trucks or pipelines. Such incidents could lead to spills, fires, explosions, and toxic exposure. Facilities that store or use hazardous materials, including fuel storage and chemical processing plants, present ongoing risks. An accident, natural disaster, or intentional act could result in the release of hazardous substances into the environment, necessitating swift emergency response and potential evacuation.

Pandemics: Pandemics pose a significant threat due to their ability to spread rapidly and affect large populations. The COVID-19 pandemic demonstrated the profound impact of a widespread infectious disease on health systems, economies, and daily life.

Civil Disturbances: Mount Dora hosts numerous special events that attract large crowds, increasing the potential for civil disturbances. Events such as Independence Day celebrations, festivals, and concerts can become flashpoints for unrest due to various factors including political protests, social grievances, or criminal activity.

Terrorism: Terrorism involves the use of violence or threats to create fear, often targeting civilians to achieve political, religious, or ideological objectives. While the likelihood of a terrorist attack in Mount Dora is considered low compared to larger urban centers, the risk remains. Potential targets include public gatherings, critical infrastructure, and government buildings. The presence of large crowds at special events increases the vulnerability to such attacks.

Risk assessment methodology: Each hazard is described and ranked based on a relative risk using probability and severity as the identified measures. Probability is based on information and considers the likelihood that Lake County will see an impact by the hazard within a given period of time.

- N = None: No previous occurrence and considered no threat.
- L = Low: Some potential every 16 years or more.
- M = Moderate: Potential occurrence every 3 to 15 years.
- H = High: Potential to exist every 1 to 2 years.

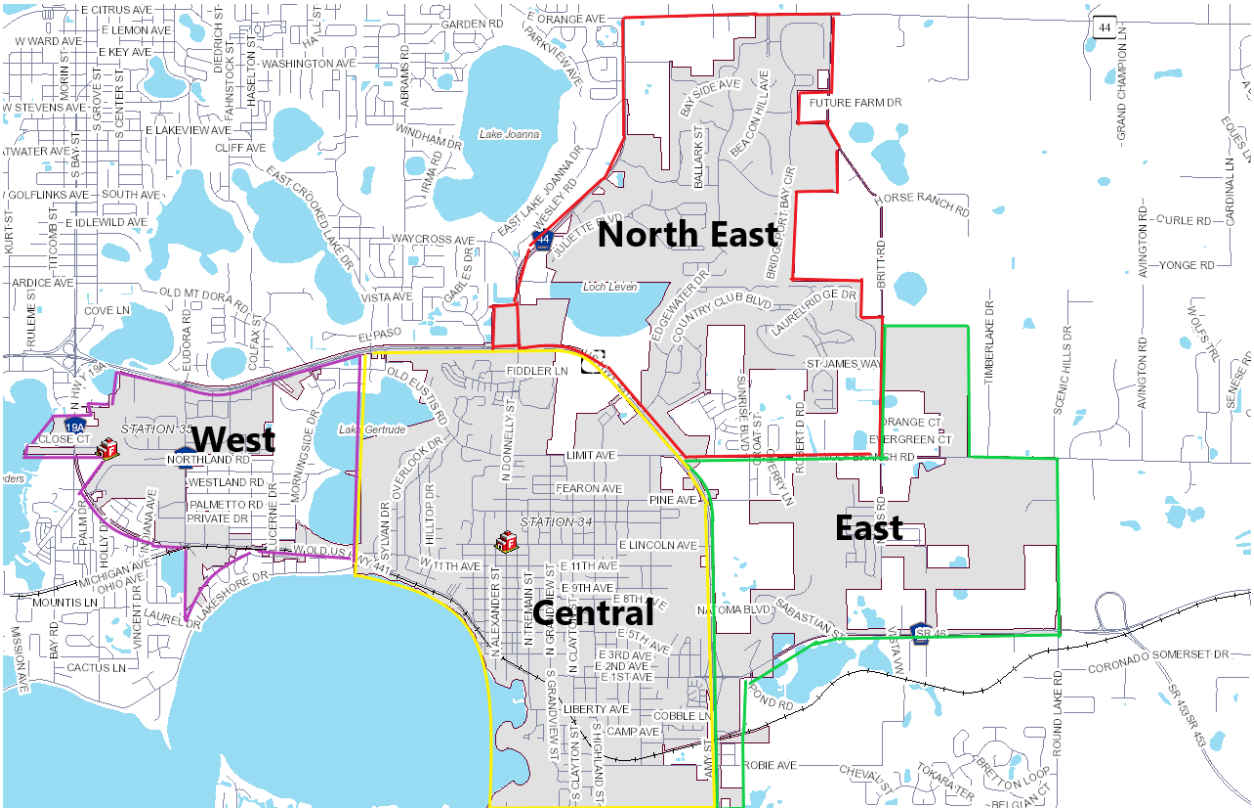
Additionally, impacts are addressed by how the populations and structures could potentially be affected.

- N = None: No impact expected
- L = Low: Special portions of the population affected; day to day operations not affected; minor cosmetic damage to structures possible.
- M = Moderate: Approximately 50% of population affected; mobile homes and poorly built or maintained structures impacted.
- H = High: Significant portions of the population impacted; major damage to old, poorly maintained mobile home structures; some damage to structures built to recently approved building code.

Hazard Type	Probability	Consequence
Drought	M	M
Flooding	M	H
Hail	M	L
Excessive Heat	M	M
Tropical Cyclone Events	M	H
Thunderstorm/Lightning/Wind	H	H
Sinkholes	M	L
Tornadoes	M	M
Wildfire	M	M
Erosion	L	L
Winter Storm Freeze	M	L
Dam/Levee Failure	L	L
Hazardous Materials	L	H
Epidemic/Pandemic	M	H
Civil Disorder/Disturbance	L	L
Terrorism	L	M
Cyberattack/Cyberterrorism	H	H
Mass Casualty	L	M
Prolonged Utility/ Communications. Failure	M	H

Planning Zones

In defining the planning zones several factors were taken into consideration. For many years call locations were zoned using a hybrid system loosely based on census tracts. In November, 2017 the existing planning zones were slightly re-bordered, and Mount Dora East was added. The department was able to correlate most of the old census track based zones data with the new planning zones. The planning zones are roughly bordered by main roadways; which have coincidentally corresponded with population density, call volume locations, and proposed growth/annexation. The current CAD and the City are not currently able to provide GIS support to interface the CAD with planning zones. The current model of tracking demand zones is during manual entry of incident reports into the records management system.



Mount Dora West

Community Profile

Mount Dora west is the smallest and most isolated zone in the City. The northern border is Eustis, western border Tavares, and eastern border is Morningside Drive. Station 35 is located within this zone. Lake Gertrude and large pockets of unincorporated Lake County separate this area from eastern parts of the City. U.S 441 and Old 441, SR 19a, and Eudora Rd. are the main roadways within this zone.

Buildings within this zone vary from single family houses to large big-box stores and strip malls located on US 441. There are two long term medical rehabilitation facilities within Mount Dora West. There are also two apartment complexes, Spring Harbor Apartments and Hammock Oak Apartments. Spring Harbor Apartments pose particular concern as they are not protected with sprinkler systems. Triangle Elementary School is located on Eudora road.

Location Factors

The area is mostly commercial with some residential areas. Most of the residential units are multifamily buildings. There are two small neighborhoods with single family homes off of Eudora Road. Due to the high number of lakes and their location, access to this zone is from all other responding fire stations is primarily funneled through US 441, Old 441, and Highway 19a. There is one railway line in the zone. It is utilized by a small tourist train that brings small numbers of sight-seers between Tavares, Eustis, and Mount Dora. There are several speed tables utilized on Morningside Drive, which connects US 441 and Old 441.

Consequence Factors

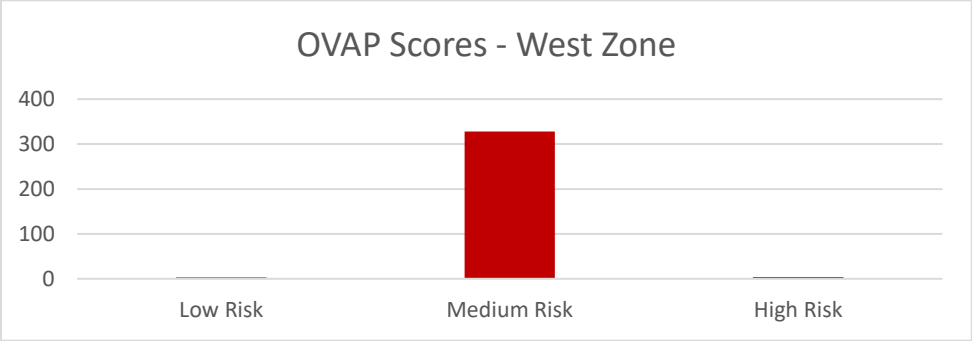
Spring Harbor Apartments is a garden apartment style apartment complex with two story buildings approximately 17,500 square feet each. There are no fire protection systems present. Personnel are well aware of the risks of non-sprinklered buildings, and the rapid fire spread in attic spaces of multistory buildings. The Department has proactive operating procedures for garden apartment fires.

Needed Fire Flow Factors

A calculation for needed fire flow on occupancies was conducted utilizing the Vision Risk Assessment Tool and fire hydrant flow records maintained in Emergency Reporting. The buildings with the highest needed fire flow (NFF) in this zone include Spring Harbor Apartments, Tri-Cities Shopping Plaza, and Epic Theaters. According to the Vision Risk Assessment Tool, all have sufficient available water flow.

Risk Assessment Ratings

As part of the Community Risk Assessment (CRA), a risk assessment was completed on all commercial structures within the district utilizing the VISION Risk Assessment tool. The tool generated an Occupancy Vulnerability Assessment Profile (OVAP) score for occupancies.



Total Losses and Pre-Incident Values 2019-2023				
West Zone	**Losses**		**Pre-Incident Values**	
Year	**Property**	**Contents**	**Property**	**Contents**
2019	$13,000	$2,750	$16,500	$3,600
2020	$6,500	$5,050	$5,693,110	$2,501,050
2021	$36,100	$12,550	$426,100	$152,550
2022	$152,550	$1,200	$158,200	$12,200
2023	$45,000	$7,050	$145,000	$102,050

Breakdown by Major Incident Type - West Zone						
	2019	**2020**	**2021**	**2022**	**2023**	**2024 Predicted**
EMS	703	693	734	734	745	702
Good Intent Call	122	129	189	228	153	116
Service Call	30	27	49	70	77	56
False Alarm & False Call	43	34	30	38	42	42
Fires	13	10	13	13	8	18
Hazardous Condition (No Fire)	12	7	7	9	6	6
Special Incident Type	2	2	0	0	1	2
Overpressure rupture, explosion, - no fire	2	0	0	0	0	0

Critical Infrastructure – West Zone	
Name	**Type**
Lake Cares Food Pantry, 2001 W Old US 441	Agriculture/Food
Target, 17450 US 441	Agriculture/Food
Walmart, 17030 US 441	Agriculture/Food
First National Bank, 17220 US 441	Banking & Finance
Regions Bank, 17220 US 441	Banking & Finance
Mount Dora Fire Station 35, 3200 N. County Rd. 19A	Emergency Services
7-11 Gas Station, 16950 US 441	Energy (Oil & Gas)
Murphy USA, 17040 US 441	Energy (Oil & Gas)
SQRL Service Station, 3105 N. County Rd. 19A	Energy (Oil & Gas)
Wawa, 17700 US 441	Energy (Oil & Gas)
Mount Dora Post Office, 2600 W. Old US 441	Postal & Shipping
Lake Regional Urgent Care, 16890 US 441	Public Health
Triangle Elementary School, 1707 Eudora Rd	Public Health
Mount Dora Wastewater Treatment Plant, 1111 Overheiser Ln	Water

Mount Dora Central

Community Profile

The central zone is the heart of Mount Dora, defined by its small-town feel and historic downtown. Designated as a Historic Preservation Area in 1997, the downtown area is located south of Sixth Avenue, west of Tremain Street, and north of the railroad tracks, with over 165 businesses in a 12-block area. Multistory buildings house shops and restaurants on the first floors and offices or apartments above. This zone hosts most of the City's events and festivals. Residential neighborhoods and Lake Dora lie just outside downtown, while US 441, with its commercial strip malls and big-box stores, borders the zone. A significant portion of EMS calls come from Waterman Village, a community with various care facilities. Former orange groves along US 441 are now being developed for residential and commercial use.

Location Factors

US 441 is the main thoroughfare which borders the eastern and northern areas of the zone. The main arteries into the downtown area from US 441 are Donnelly Street, Lincoln Avenue, Highland Street 5th Ave., and 1st Ave. Some houses located in the areas along Overlook Dr., Crestview Dr., and Normandy Dr. have long winding driveways which apparatus cannot drive. The department has conducted training on these types of scenarios.

Consequence Factors

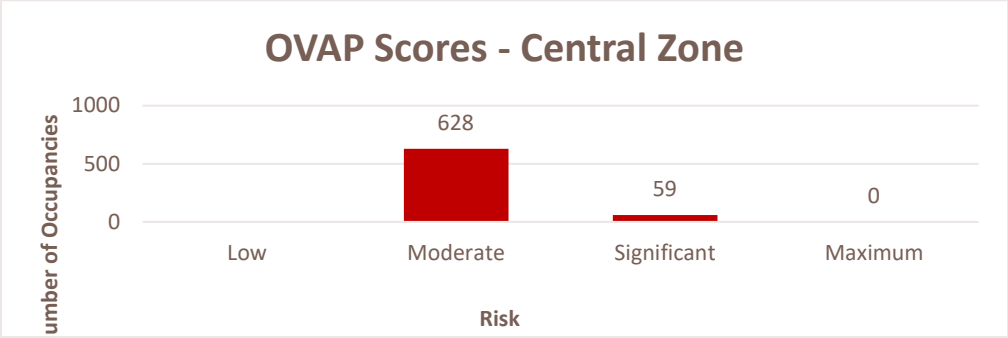
The downtown area is a critical asset to the City, as it draws hundreds of thousands of visitors to the City each year. There are many fire protection systems present throughout downtown, but there are unprotected buildings. The department will continue to encourage businesses to add protection systems. Large commercial buildings on US 441 are largely protected with alarm or sprinkler systems. There are several businesses within this zone that are not protected. The department has completed pre-fire plans, conducted training, and has appropriate procedures regarding emergencies in this area.

Needed Fire Flow

A calculation for needed fire flow on occupancies was conducted utilizing the Vision Risk Assessment Tool and fire hydrant flow records maintained in Emergency Reporting. The downtown area has some buildings without sprinkler systems. 410 North Donnelly St. is 6,400 square, has an automatic alarm system, needed water flow of 1080 gallons per minute, and an available water flow of 787 gallons per minute. The Renaissance Building located at 411 North Donnelly St. is 19,278 square feet, is protected with an alarm and sprinkler system, has a needed fire flow of 937 gallons per minute, and an available water flow of 7874 gallons per minute. The largest building is Lowes, at 197,340 square feet. Needed fire flow is shown to be 2999 gallons per minute, with an available water flow of 2427 gallons per minute.

Risk Assessment Ratings

As part of the Community Risk Assessment (CRA), a risk assessment was completed on all commercial structures within the district utilizing the VISION Risk Assessment tool. The tool generated an Occupancy Vulnerability Assessment Profile (OVAP) score for occupancies.



Total Losses and Pre-Incident Values 2019-2023				
Central Zone	**Losses**		**Pre-Incident Values**	
Year	**Property**	**Contents**	**Property**	**Contents**
2019	$206,000	$32,600	$513,000	$47,700
2020	$2,510	$13,500	$558,838	$13,500
2021	$247,000	$220520	$1,791,597	$536,020
2022	$82,000	$19,500	$1,700,116	$508,000
2023	$79,150	$45,650	$905,350	$149,150

Breakdown by Major Incident Type - Central Zone						
	2019	**2020**	**2021**	**2022**	**2023**	**2024 Predicted**
EMS	1455	1277	1289	1469	1741	1888
Good Intent Call	158	202	235	358	323	330
Service Call	87	74	113	184	200	154
False Alarm & False Call	81	108	85	121	119	92
Fires	37	31	31	32	17	34
Hazardous Condition (No Fire)	19	16	11	24	16	14
Special Incident Type	14	4	4	7	10	12
Overpressure rupture, explosion, - no fire	0	2	0	0	1	2

Critical Infrastructure – Central Zone	
Name	**Type**
Key Foods, 18985 US 441	Agriculture/Food
First National Bank, 714 N. Donnelly St.	Banking & Finance
Truist Bank, 200 E. 5th Ave	Banking & Finance
United Southern Bank, 19010 US 441	Banking & Finance
Waterfall Bank, 1930 N. Donnelly St.	Banking & Finance
Mount Dora City Hall, 510 N. Baker St.	Emergency Services
Mount Dora Police Department/Fire Station 34, 1300 N. Donnelly St.	Emergency Services
SOHA 446, Inc., 446 N. Highland St.	Energy (Oil & Gas)
Mount Dora Christian Academy, 309 W. 13th St.	Public Health
Mount Dora High School, 700 N. Highland St.	Public Health
Mount Dora Middle School, 1405 E. Lincoln Ave.	Public Health
Walgreens Pharmacy, 18910 US 441	Public Health
Lumen Communications, 311 E. 5th Ave	Telecommunications
Mount Dora Water Treatment Plant #1, 301 Limit Ave	Water

Mount Dora North East

Community Profile

This area lies just north of US 441 and overwhelmingly consists of single family homes ranging in size from 2,000-4,000 square feet. These subdivisions include The Country Club of Mount Dora, Loch Leven, Lancaster at Loch Leven, and The Lakes of Mount Dora. Loch Leven subdivision has several larger homes, with the largest being 12,000 square feet. A large portion of previously agricultural land is currently underway for development, which will consist of a mix of medium density residential and commercial buildings.

Location Factors

US 441, SR 44B, and SR 44 are the south, west, and north borders of this zone. The County Club of Mount Dora has only one access (US441), and long winding roads as access to the rear areas of the subdivision. The Lakes of Mount Dora is a gated community, with a main access off of SR 44. There is an unmaintained road with access to the subdivision from SR 44b. Coincidentally this road is right next to Lake County Fire Station 27. The department has an automatic aid-closest unit agreement with Lake County Fire. This has benefited the residents of this zone, as response times for first due engines have reduced.

Consequence Factors

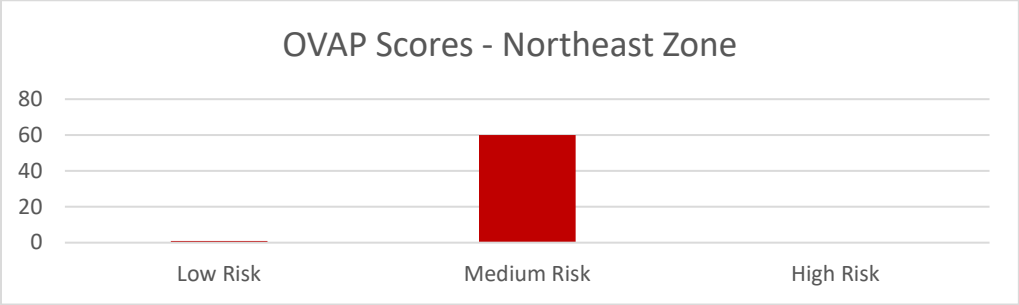
The Department has conducted pre-fire planning and training to respond to emergencies in this area. There are no specific businesses which pose the risk of large loss of life in this district.

Needed Fire Flow

A calculation for needed fire flow on occupancies was conducted utilizing the Vision Risk Assessment Tool and fire hydrant flow records maintained in Emergency Reporting. According to Vision, all businesses within this zone have sufficient available water flows. Publix is the largest building in the zone at 59,000 square feet, it is a sprinkler protected building with a needed fire flow of 731 gallons per minute, and an available water flow of 2,485 gallons per minute. Having been constructed within the past several years there are no issues with having fire alarm and protections systems.

Risk Assessment Ratings

As part of the Community Risk Assessment (CRA), a risk assessment was completed on all commercial structures within the district utilizing the VISION Risk Assessment tool. The tool generated an Occupancy Vulnerability Assessment Profile (OVAP) score for occupancies.



Total Losses and Pre-Incident Values 2019-2023				
Central Zone	**Losses**		**Pre-Incident Values**	
Year	**Property**	**Contents**	**Property**	**Contents**
2019	$206,000	$32,600	$513,000	$47,700
2020	$2,510	$13,500	$558,838	$13,500
2021	$247,000	$220520	$1,791,597	$536,020
2022	$82,000	$19,500	$1,700,116	$508,000
2023	$79,150	$45,650	$905,350	$149,150

Breakdown by Major Incident Type - Northeast Zone						
	2019	**2020**	**2021**	**2022**	**2023**	**2024 Predicted**
EMS	304	242	280	202	257	386
Good Intent Call	48	53	60	68	74	92
Service Call	65	56	74	75	78	86
False Alarm & False Call	3	4	6	3	2	6
Fires	1	3	3	1	3	4
Hazardous Condition (No Fire)	23	18	10	12	7	4
Special Incident Type	0	1	0	0	0	0
Overpressure rupture, explosion, - no fire	0	0	2	0	1	0

Critical Infrastructure – Northeast Zone	
Name	**Type**
Publix Markets, 18955 US 441	Agriculture/Food
Bank of America, 3200 County Road 44	Banking & Finance
7-11 Store, 19955 US 441	Energy (Oil & Gas)
Mobil, 18831 US 441	Energy (Oil & Gas)
Advent Health Centra Care, 19015 US 441	Public Health
CVS Pharmacy, 18915 US 441	Public Health

Mount Dora East

Community Profile

Mount Dora East currently consists of mostly single family homes ranging from 2,000 to 3,000 square feet. Much of the rest of the zone is open land and fields. However, this zone is where most of the City's future growth will happen. In 2018 a connecting section of the Wekiva Parkway opened, connecting Mount Dora to the greater Orlando area. The Mount Dora Innovation District is a planned area of 1,300 acres which will be a mix of residential, office, retail, high tech, including a large area of outdoor space, trails, and nature.

Location Factors

The main roadways bordering and within this zone include US 441, SR 46, Wolfbranch Rd., and Round Lake Road. As this area becomes developed, more residential streets will be constructed.

Consequence Factors

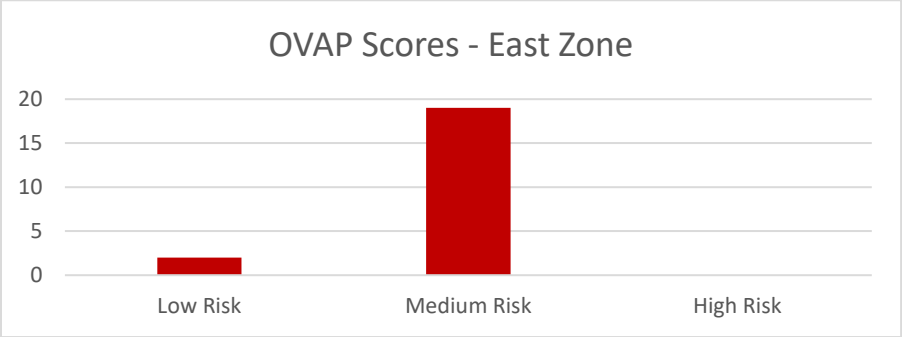
The Department has conducted pre-fire planning and training to respond to emergencies in this area. There are no specific businesses, which pose the risk of large loss of life in this district.

Needed Fire Flow

A calculation for needed fire flow on occupancies was conducted utilizing the Vision Risk Assessment Tool and fire hydrant flow records maintained in Emergency Reporting. According to Vision, all businesses within this zone have sufficient available water flows. Veranda Apartments are garden apartment style buildings. Each building is about 31,000 square feet, and has alarm and sprinkler systems. Needed fire flow is 1,800 gallons per minute, with an available water flow of 7,455 gallons per minute.

Risk Assessment Ratings

As part of the Community Risk Assessment (CRA), a risk assessment was completed on all commercial structures within the district utilizing the VISION Risk Assessment tool. The tool generated an Occupancy Vulnerability Assessment Profile (OVAP) score for occupancies.



Total Losses and Pre-Incident Values 2019-2023				
East Zone	**Losses**		**Pre-Incident Values**	
Year	**Property**	**Contents**	**Property**	**Contents**
2019	$35,000	$60,000	$50,000	$100,000
2020	$21,000	$2,000	$25,000	$2,000
2021	$20,000	$5,000	$20,000	$5,000
2022	$1,000	$0	$418,000	$0
2023	$28,000	$10,000	$42,000	$12,000

Breakdown by Major Incident Type - East Zone						
	2019	**2020**	**2021**	**2022**	**2023**	**2024 Predicted**
EMS	207	194	198	175	161	160
Good Intent Call	30	34	45	76	52	40
Service Call	11	15	12	28	25	26
False Alarm & False Call	10	14	5	12	10	12
Fires	6	4	4	1	3	8
Hazardous Condition (No Fire)	1	0	0	0	0	0
Special Incident Type	1	3	7	6	4	0
Overpressure rupture, explosion, - no fire	1	0	0	0	0	0

Critical Infrastructure – East Zone	
Name	**Type**
Wastewater Treatment #2, 2099 James P. Snell Drive	Water
Mount Dora Solar Farm, 2107 James P. Snell Dr.	Energy (Electric)
Race Trac, 20005 US 441	Energy (Oil & Gas)

Planning Zone Assessment Summary

West Zone: The Mount Dora West Zone, although the smallest and most isolated, plays a critical role in the city's overall infrastructure, housing a mix of commercial, residential, and healthcare facilities. The zone's reliance on key thoroughfares like US 441 for access, coupled with the presence of high-risk structures such as the unsprinklered Spring Harbor Apartments, underscores the importance of targeted fire protection and emergency response strategies. With commercial areas predominantly located along major roadways and critical infrastructure spread throughout, the zone's risk profile highlights the need for continuous assessment and proactive measures to mitigate potential hazards and ensure the safety of its residents and businesses.

Central Zone: The Central Zone of Mount Dora, encompassing the historic downtown area, serves as a vital hub for both community activities and commercial enterprises. With its blend of multistory buildings, historic preservation areas, and significant tourist influx, the zone presents unique challenges and opportunities for fire and emergency services. The presence of critical infrastructure, such as emergency services, banking institutions, and schools, further underscores the importance of maintaining robust risk assessment and response strategies. The downtown area, with its mix of protected and unprotected buildings, requires ongoing attention to fire protection systems to ensure the safety of residents, businesses, and the numerous visitors drawn to the area annually. Additionally, the zone's infrastructure and emergency response capabilities must continuously adapt to the increasing demands posed by special events, population growth, and the development of surrounding areas.

Northeast Zone: The Mount Dora Northeast Zone is predominantly a residential area, characterized by large single-family homes in subdivisions, including the Country Club of Mount Dora, Lakes of Mount Dora, Lancaster at Loch Leven and Loch Leven. The zone's proximity to major roadways like US 441 and SR 44, coupled with the presence of gated communities and limited access points, poses unique challenges for emergency response. However, the automatic aid agreement with Lake County, which houses Engine and Rescue 27, has significantly improved response times, benefiting the residents. The commercial areas within the zone, including the largest building, Publix, are well-protected with modern fire protection systems, ensuring sufficient water flow and reducing potential fire risks. The zone's overall risk profile is moderate, with few businesses posing a large loss of life, and the Department's proactive planning and training efforts further enhance safety and preparedness.

East Zone: The East Zone of Mount Dora is primarily a residential area, characterized by single-family homes and significant open land, which positions it as the focal point for future city growth. The recent connection to the greater Orlando area via the Wekiva Parkway has made this zone a prime location for the planned 1,300-acre Mount Dora Innovation District. This development will feature a mix of residential, office, retail, and high-tech spaces, along with extensive outdoor areas and nature trails. Key roadways like US 441, SR 46, and Round Lake Road provide essential access to the zone. The zone's critical infrastructure, including a wastewater treatment plant, solar farm, and fuel station, underpins the growing community's needs. As development progresses, maintaining robust fire protection and emergency response strategies will be crucial to ensuring the safety and resilience of this rapidly evolving area.

Automatic Aid/Closest Unit Response Areas

The automatic aid and closest unit agreements with Lake County and the cities of Eustis and Tavares have proven to be highly effective in enhancing the public safety services provided by the Department. These agreements have allowed for significant improvements in response times, ensuring that the closest available unit responds to emergencies regardless of jurisdictional boundaries. This not only maximizes efficiency but also ensures that residents receive the fastest possible emergency response, which is critical in life-threatening situations. The Department's practice of incorporating response data from these agreements into its baseline performance tables allows for a thorough evaluation of the effectiveness of these collaborations. By monitoring both in-city and out-of-city responses, the Department ensures that unit availability within the city remains adequate and that there is no significant disparity in the quantity of services provided.

Breakdown by Major Incident - Type Eustis						
	2019	2020	2021	2022	2023	2024 Predicted
Good Intent Call	195	167	242	287	93	76
EMS	385	458	488	588	216	46
False Alarm & False Call	52	40	34	34	24	26
Fires	19	21	26	21	18	10
Hazardous Condition (No Fire)	7	11	12	10	5	8
Service Call	12	8	24	37	18	6
Overpressure rupture, explosion, - no fire	1	1	0	0	0	0
Severe Weather	0	1	0	0	0	0
Breakdown by Major Incident - Type Tavares						
	2019	2020	2021	2022	2023	2024 Predicted
Good Intent Call	220	134	226	266	94	88
EMS	260	249	324	335	162	36
False Alarm & False Call	20	11	14	7	13	16
Hazardous Condition (No Fire)	2	5	4	3	2	10
Fires	18	18	6	10	6	4
Severe Weather	0	0	0	0	0	2
Overpressure rupture, explosion, - no fire	0	0	0	0	0	0
Service Call	2	2	3	10	10	0
Breakdown by Major Incident Type - Lake County						
	2019	2020	2021	2022	2023	2024 Predicted
EMS	446	425	493	522	295	70
Good Intent Call	108	157	234	307	88	32
False Alarm & False Call	7	16	10	29	6	18
Fires	26	26	18	24	22	16
Hazardous Condition (No Fire)	9	16	8	13	14	12
Service Call	17	20	18	30	19	10
Special Incident Type	1	3	7	6	4	0
Overpressure rupture, explosion, - no fire	1	0	0	0	0	0

Critical Task Analysis

The critical task analysis provides a description of the critical tasks necessary to mitigate the incidents within the appropriate level of risk, inclusive of the personnel required to perform those tasks. This is inclusive of the present deployment locations of resources and a description of the appropriate levels of human resources response normally deployed by the agency to mitigate an incident within appropriate level of risk.

Critical tasks are those tasks that must be conducted in a timely manner and accomplished systematically to resolve medical emergencies and/or control fires prior to flashover. Tasks are assigned to both individuals and companies and are based on the resources of that particular unit. The most critical outcome of a well-orchestrated critical task is the organization and accurate deployment of an Effective Response Force (EFR). The EFR is directly related to the results of critical task by risk categories.

For the analysis of Fire, EMS, Hazardous Materials, and Technical Rescue Incidents, the Department utilized the response framework from which Lake County Fire Rescue dispatches all fire departments in Lake County. The framework was developed by the Lake County Fire Chief's Association.

	Risk	Examples	Response	ERF	ERF Tasks
Fire	Low	Brush/Outside/Shed Fires	Engine - 1	3	Command/ Initial fire attack(2) Water supply,pump operator (1)
	Moderate	Vehicle Fires	Engine - 2	7	Command/Safety (1) Initial fire attack(3) Pump operator (1) Backup line (2)
	High	House, Multi-Family Dwelling, Commercial Structures	**Residential** Battalion - 2 Engine - 4 Squad - 1 **Commercial** Battalion - 2 Engine - 3 Squad - 1 Aerial - 1	15	Command (1) Safety/Division (1) Initial fire attack(3) Pump operator (1) Search & Rescue (3) Backup line (3) RIT (3)

	Risk	Examples	Response	ERF	ERF Tasks
EMS	Low	EMS Calls (Alpha)	Engine - 1	3	Command (1) Patient Care (2)
	Moderate	EMS Calls (Bravo, Charlie, Delta, Echo)	Engine - 1	3	Command (1) Patient Care (2)
	Maximum	EMS Calls (Echo)	Engine - 1	3	Command (1) Patient Care (2)

	Risk	Examples	Response	ERF	ERF Tasks
Haz Mat	**Low**	CO Alarms Fuel Spill	Engine - 1	3	Command (1) Investigation (2)
	Moderate	Gas Leak/Odor	Battalion - 1 Engine - 1 Squad - 1	7	Command (1) 2-Out (2) Investigation/Mitigation (4)
	High	Hazardous Materials Incidents	Battalion - 1 Engine - 1 Squad - 1	7	Command(1) 2-Out (2) Investigation/Mitigation(4)

	Risk	Examples	Response	ERF	ERF Tasks
Tech Rescue	**Low**	Elevator, Water Rescue	Engine - 1	3	Command (1) Rescue (2)
	Moderate	Motor Vehicle Accident	Engine - 2	6	Command (1) Extrication/Secure Vehicles (3) Patient Care (2)
	High	Confined Space, High Angle, Trench Rescue	Battalion - 1 Engine - 2 Squad - 3	13	Command (1) Safety (1) Tech Rescue (9) Patient Care (2)

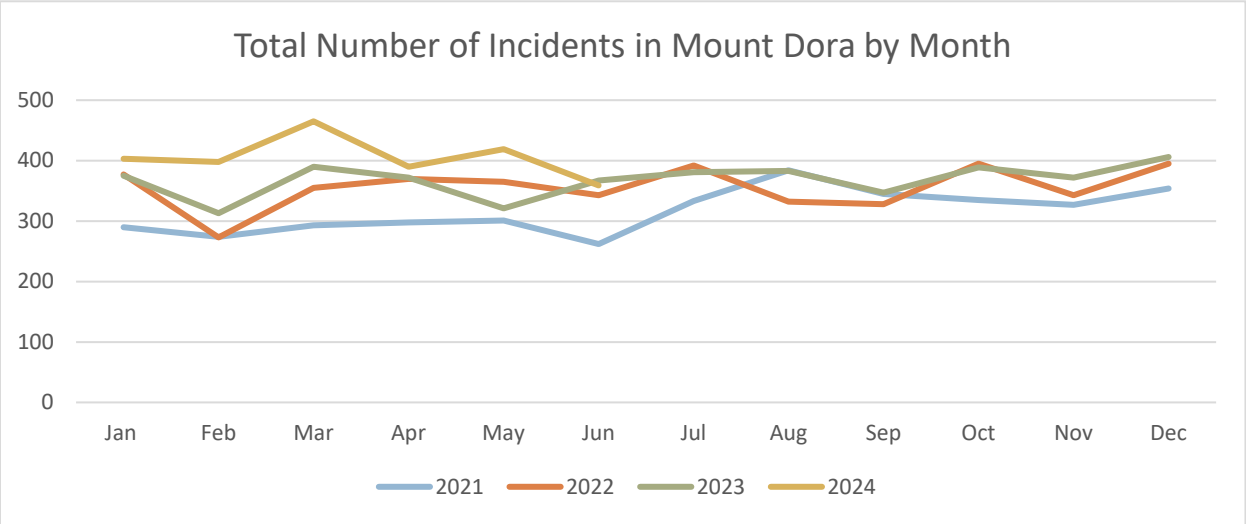
Appraisal of Current Deployment and Performance

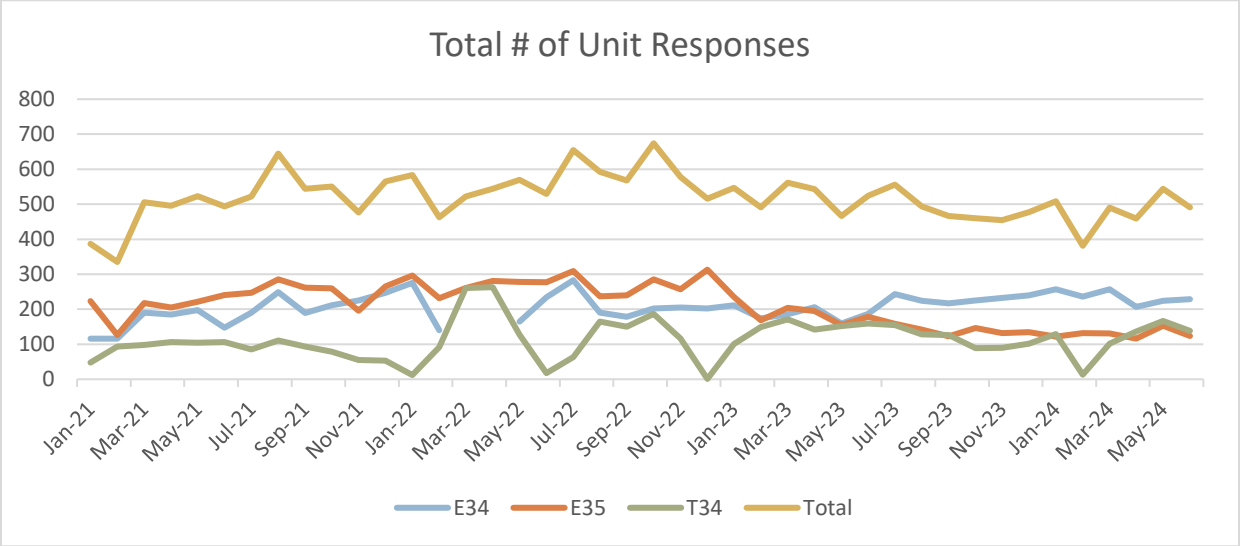
This Community Risk Assessment/Standards of Cover is designed to guide the Department to continuously monitor performance, seek areas for improvement, and to clearly articulate service levels and performance to the community we have the privilege of serving. This is a comprehensive document that contains the necessary data by which to validate system performance. Baseline and benchmark measurements in this document reflect the intent found in the tenth edition of the Fire and Emergency Services Self-Assessment Manual (FESSAM) produced by the Commission on Fire Accreditation International. This analysis is crucial to the ability to discuss alternatives to the status quo and in identifying opportunities for improvement.

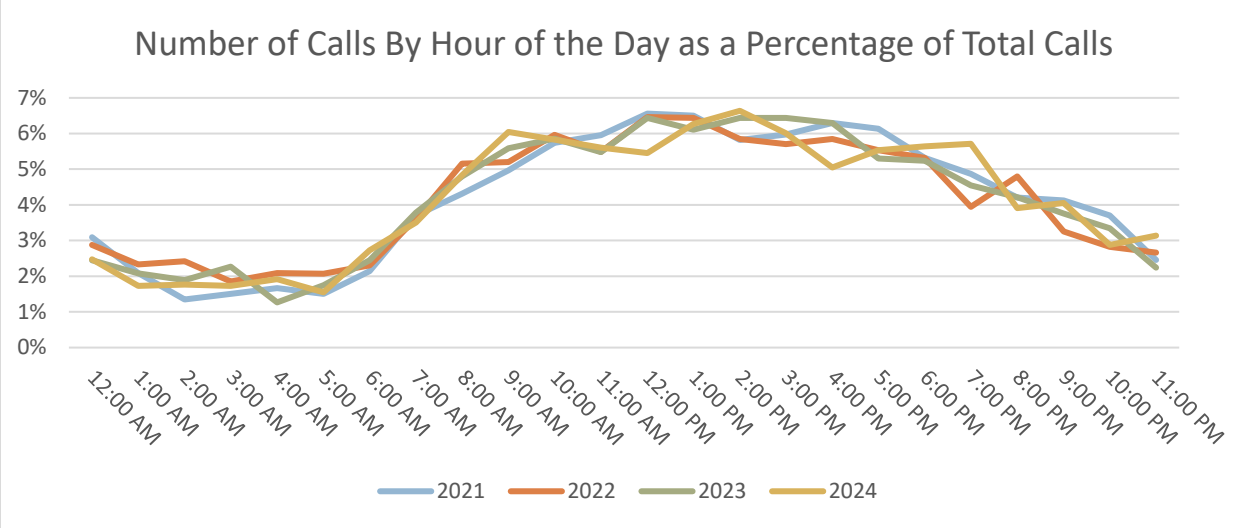
Countywide Response Posture & Dispatch

As part of the countywide radio program, and through agreements; Lake County serves as the primary public safety answering point (PSAP) and provides dispatch services for all fire departments in Lake County. When the program was implemented there was not an availability for individual agencies to dictate their own response postures. Instead the mandate was that all agencies must have the same response posture to incidents. An ad-hoc committee of the Lake County Fire Chief's Association was tasked with creating these response postures. The methodologies for creating the response postures was based on NFPA standards, patient care outcome measures, number of personnel needed to effectively mitigate the incident, probability, and consequence; although these were not formalized by the group. As of the 3rd quarter 2024, agencies have been advised by Lake County of the availability to customize response postures by agency. Mount Dora Fire Department will evaluate critical tasks, effective response force, and risk levels to ensure its operational effectiveness; and make any necessary response changes. The implementation is planned to go into effect in spring 2025.

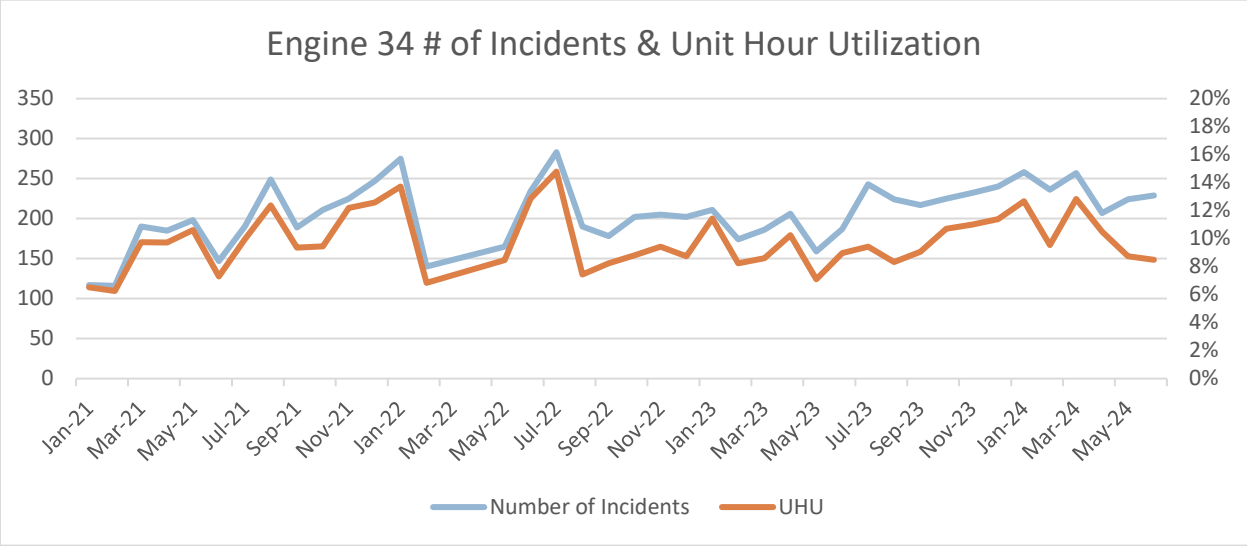
Response History Data







Average Response Time by Zone (Dispatch to On Scene)						
Zone	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Mount Dora North East	8:00	8:33	9:03	9:35	9:03	9:32
Mount Dora East	7:50	8:23	8:26	8:37	7:56	9:10
Mount Dora West	5:44	6:12	6:14	6:16	6:25	6:13
Mount Dora Central	5:36	6:03	6:11	6:07	5:22	4:59


Engine 34 # of Incidents & Unit Hour Utilization
350
300
250
200
150
100
50
0
20%
18%
16%
14%
12%
10%
8%
6%
4%
2%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
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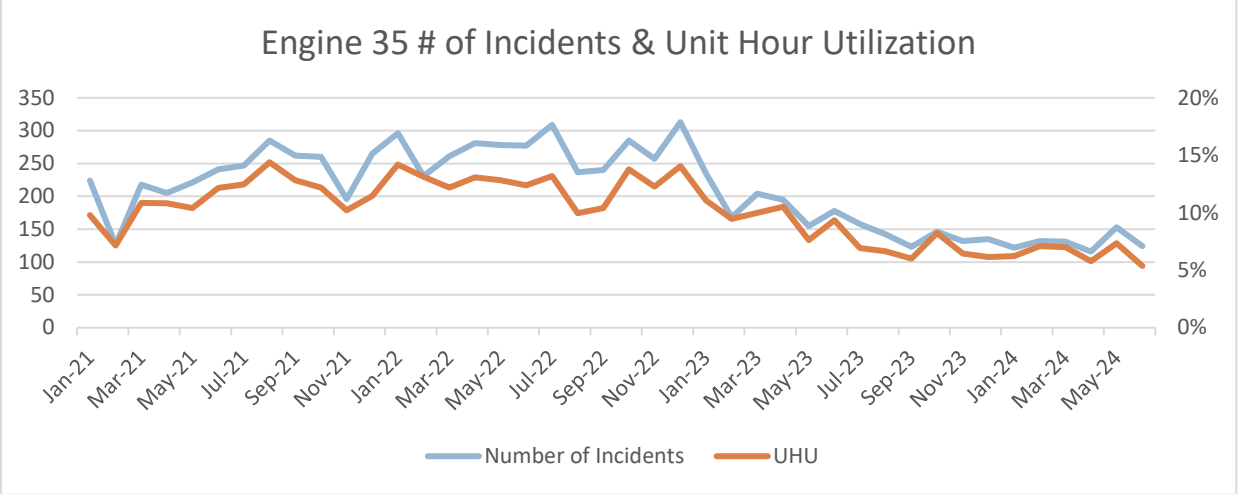
May-24
Number of Incidents
UHU


Engine 35 # of Incidents & Unit Hour Utilization
350
300
250
200
150
100
50
0
20%
15%
10%
5%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
Nov-22
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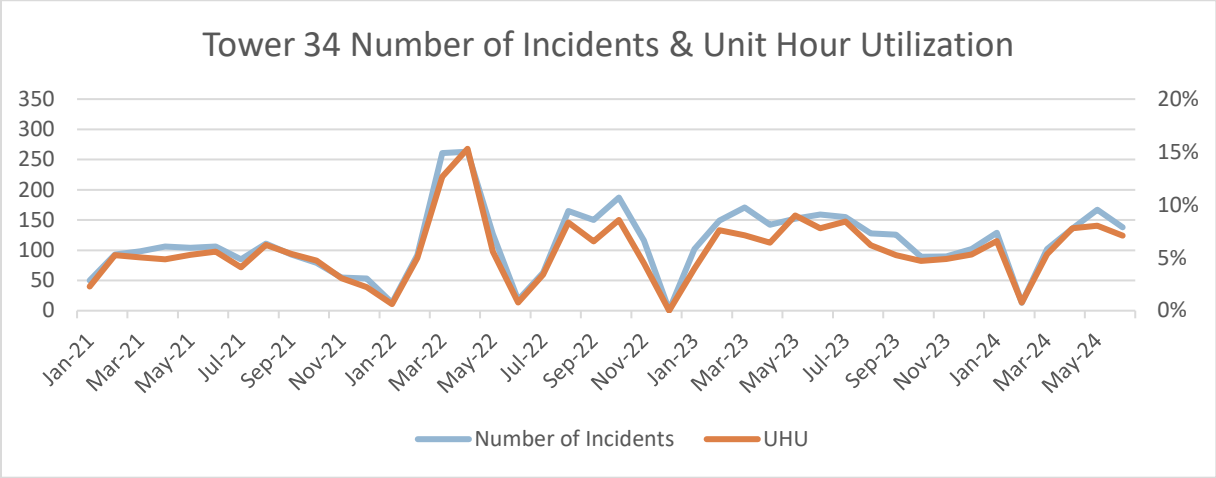
Mar-24
May-24
Number of Incidents
UHU


Tower 34 Number of Incidents & Unit Hour Utilization
350
300
250
200
150
100
50
0
20%
15%
10%
5%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
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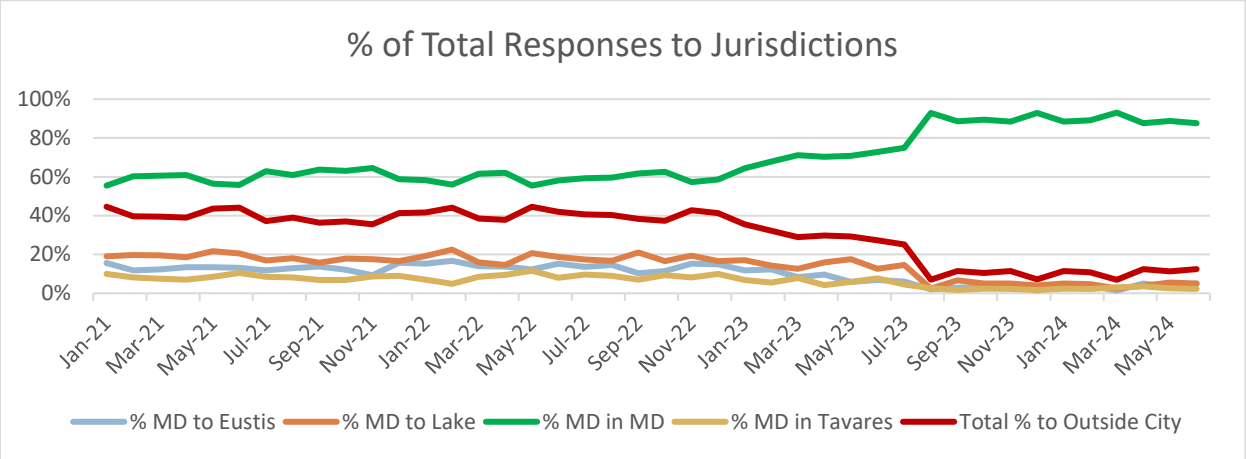
Jan-24
Mar-24
May-24
Number of Incidents
UHU


% of Total Responses to Jurisdictions
100%
80%
60%
40%
20%
0%
Jan-21
Mar-21
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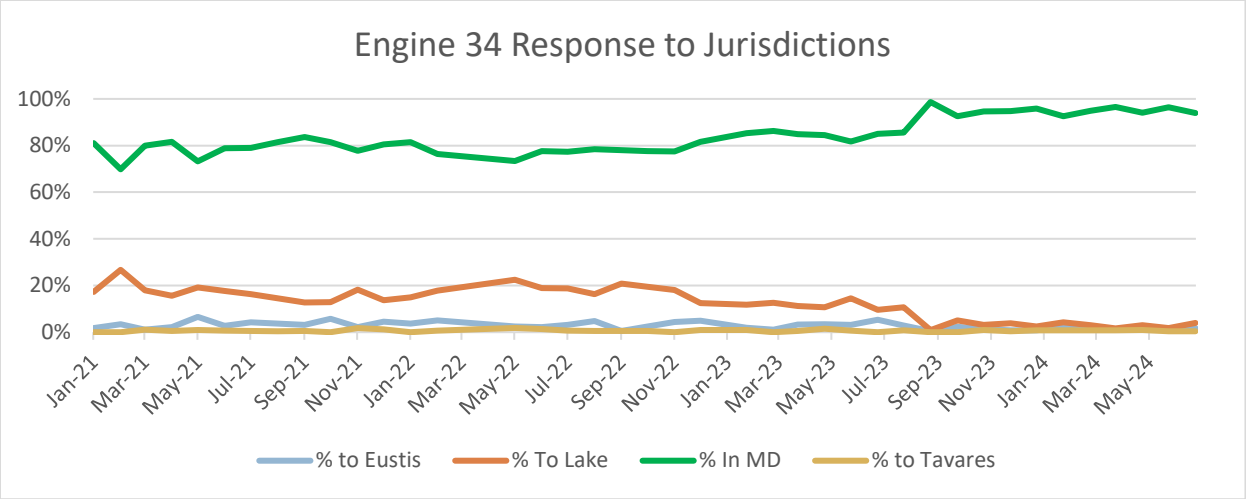
May-23
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
% MD to Eustis
% MD to Lake
% MD in MD
% MD in Tavares
Total % to Outside City


Engine 34 Response to Jurisdictions
100%
80%
60%
40%
20%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
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Sep-22
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Mar-23
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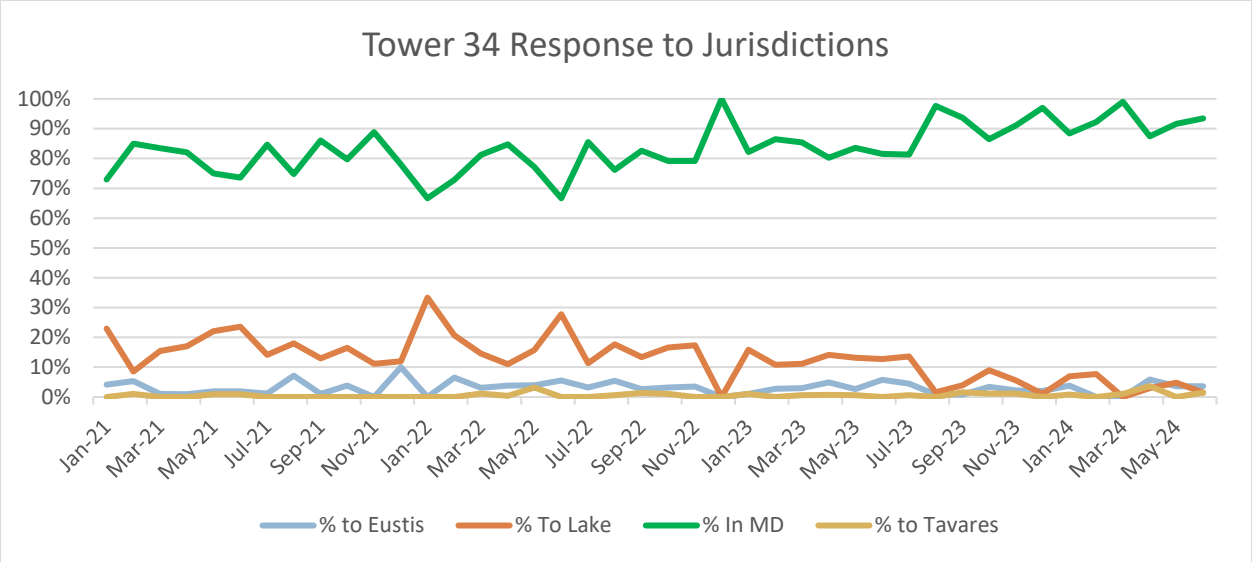
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
% to Eustis
% To Lake
% In MD
% to Tavares


Tower 34 Response to Jurisdictions
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
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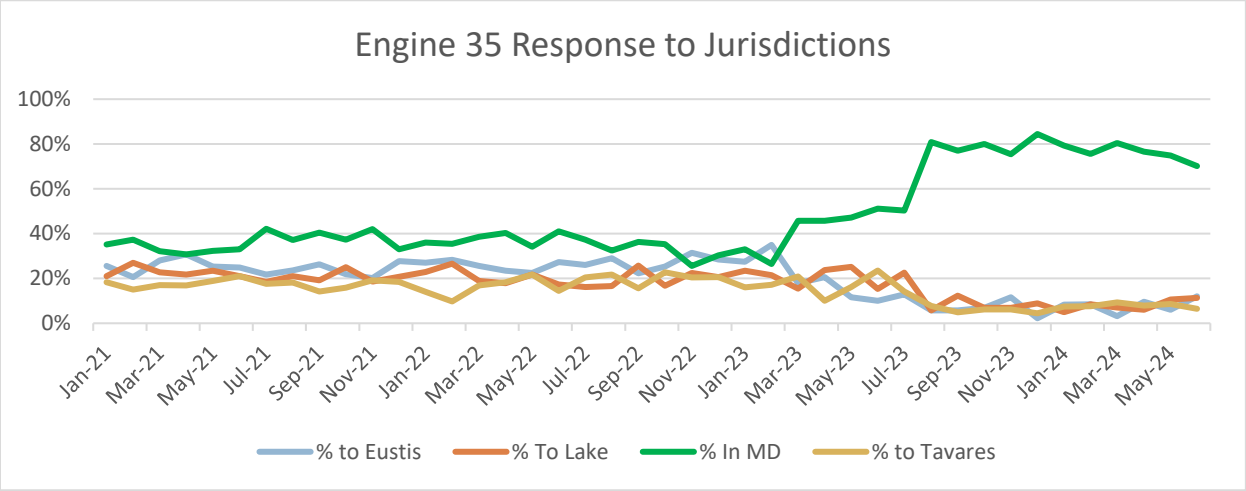
Sep-22
Nov-22
Jan-23
Mar-23
May-23
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
% to Eustis
% To Lake
% In MD
% to Tavares


Engine 35 Response to Jurisdictions
100%
80%
60%
40%
20%
0%
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
Nov-22
Jan-23
Mar-23
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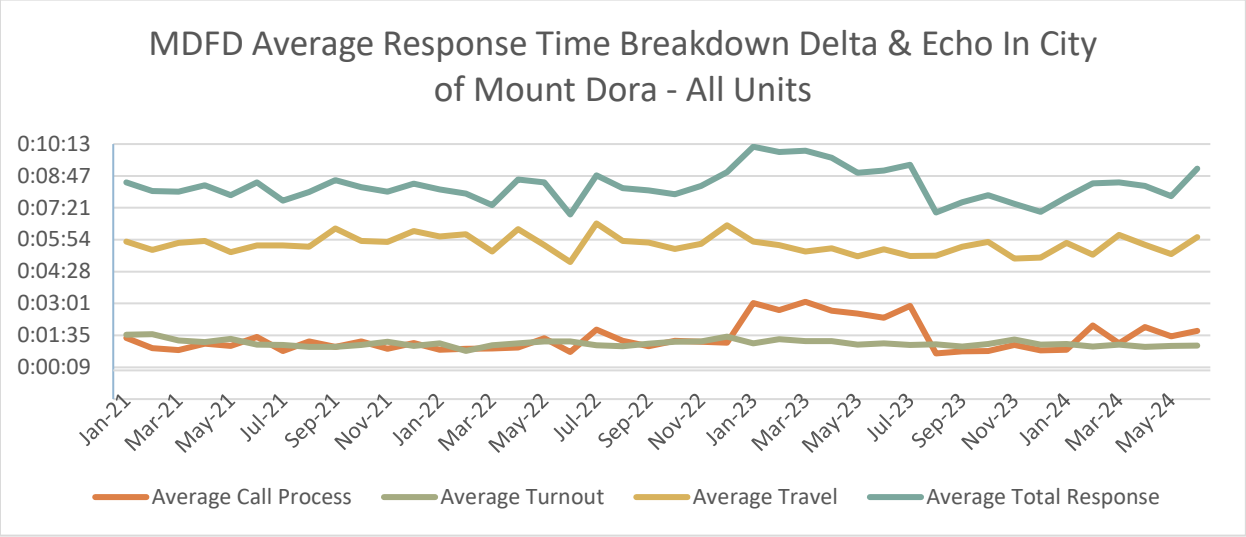
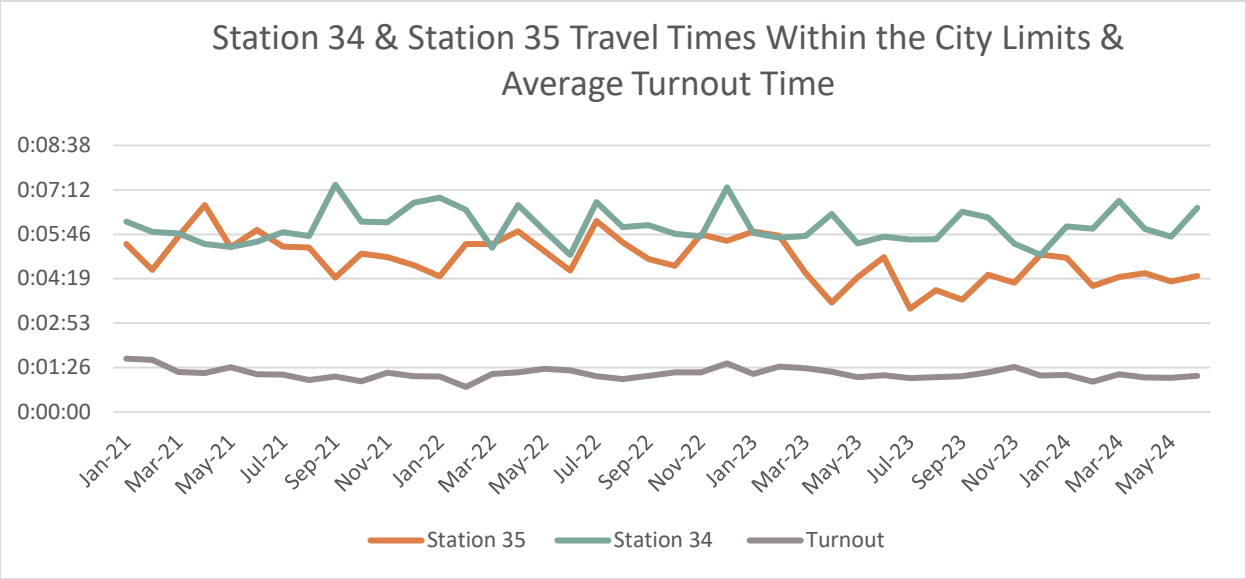
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
% to Eustis
% To Lake
% In MD
% to Tavares


MDFD Average Response Time Breakdown Delta & Echo In City of Mount Dora - All Units
0:10:13
0:08:47
0:07:21
0:05:54
0:04:28
0:03:01
0:01:35
0:00:09
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
Nov-22
Jan-23
Mar-23
May-23
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
Average Call Process
Average Turnout
Average Travel
Average Total Response


Station 34 & Station 35 Travel Times Within the City Limits & Average Turnout Time
0:08:38
0:07:12
0:05:46
0:04:19
0:02:53
0:01:26
0:00:00
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
Mar-22
May-22
Jul-22
Sep-22
Nov-22
Jan-23
Mar-23
May-23
Jul-23
Sep-23
Nov-23
Jan-24
Mar-24
May-24
Station 35
Station 34
Turnout

INCIDENT TYPE DISPATCHED	2021	2022	2023	2024	Grand Total
ABDOMINAL PAIN	51	69	70	40	230
ADVANCED SEND	10	69	36	2	117
ALARMS	207	268	236	105	816
ALLERGIC REACTION	12	22	20	11	65
ANIMAL BITES	9	5	1	4	19
ASSAULT	46	30	23	23	122
AUTOMATIC CRASH NOTIFICATION		2			2
BACK PAIN	31	34	28	13	106
BREATHING PROBLEMS	213	191	205	126	735
BURNS	1		3		4
CALL FOR SERVICE			238		238
CARBON MONOXIDE	2	1	1	2	6
CARDIAC ARREST	39	32	43	16	130
CHEST PAIN	142	143	178	91	554
CHOKING	13	14	12	10	49
CONFINED SPACE/STRUCTURE COLLAPSE	1				1
DIABETIC PROBLEMS	36	41	29	10	116
DROWNING/DIVING/SCUBA	2	1			3
ELECTRICAL HAZARD	14	16	13	8	51
ELEVATOR/ESCALATOR INCIDENT	1	6	8	2	17
EXPLOSION			1	1	2
EYE PROBLEMS	1	4	4	1	10
FALLS	609	673	720	415	2417
FUEL SPILL/FUEL ODOR	3	3	2	3	11
GAS LEAK/GAS ODOR	22	19	22	12	75
HAZMAT				1	1
HEADACHE	7	16	17	8	48
HEART PROBLEMS	53	50	67	34	204
HEAT/COLD EXPOSURE	8	11	9	1	29
HEMORRHAGE/LACERATIONS	89	117	114	65	385
HIGH ANGLE RESCUE		1			1
INTERFACILITY EVALUATION/TRANSFER	438	465	534	347	1784
LIGHTNING STRIKE	1				1
MEDICAL ALARM	74	59			133
ODOR	1	3	1	2	7
OUTSIDE FIRE	23	30	23	16	92

OVERDOSE/POISONING	44	53	39	16	152
PREGNANCY/CHILDBIRTH/MISCARRIAGE	5	11	11	5	32
PSYCHIATRIC/SUICIDE ATTEMPT	35	31	20	15	101
SEIZURES	85	68	71	38	262
SERVICE CALL	216	237	161	132	746
SICK PERSON	484	577	489	273	1823
SMOKE INVESTIGATION	8	5	4	7	24
SPECIAL DETAIL	21	29	36	14	100
STAB/GUNSHOT/PENETRATING TRAUMA	4	4	6	3	17
STROKE	61	82	89	48	280
STRUCTURE FIRE	30	23	18	17	88
SUSPICIOUS PACKAGE/EXPLOSIVES		2			2
TEST		1			1
TRAFFIC COLLISION/TRANSPORTATION	246	204	185	124	759
TRAUMATIC INJURIES	54	82	83	31	250
UNCONSCIOUS/FAINTING	286	363	380	247	1276
UNKNOWN PROBLEM	48	81	154	79	362
VEGETATION/WILDLAND/BRUSH/GRASS FIRE	3	4	4	7	18
VEHICLE FIRE	7	16	8	8	39
WATERCRAFT IN DISTRESS/COLLISION				1	1

Performance Objectives – Baselines

Fire Suppression

For 90 percent of **low risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of (3) firefighters, (1) being an officer, is fourteen minutes and twenty-five seconds (14:25). The ERF is capable of: establishing command, conducting initial fire attack operations, requesting additional resources, advancing an attack line flowing a minimum of 150 gallons per minute, containing the fire, and rescuing high-risk victims. These operations are done in accordance with departmental emergency operating procedures while providing for the safety of responders and the public.

Low Risk Fire 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	3:05	3:49	1:30	3:02	3:33	2:01
Turnout Time	Turnout Time 1st Unit	1:20	1:57	2:27	1:42	1:36	1:51	1:51
Travel Time	Travel Time 1st Unit **Distribution**	4:00	11:46	10:41	11:16	13:29	12:13	7:57
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	14:25 (121)	13:21 (26)	12:38 (32)	17:11 (24)	16:52 (25)	10:45 (14)
	Total Response Time Effective Response Force **Concentration**		-	-	-	-	-	-

(n)= number of incidents

For 90 percent of all **moderate risk** fire suppression incidents, the total response time for the arrival of the first due unit, staffed with a minimum of (3) firefighters, (1) being an officer, is ten minutes and thirty-five seconds (10:35). The first due unit is capable of flowing 1,500 gallons per minute, establishing command, conducting initial fire attack operations, requesting additional resources, advancing an attack line flowing a minimum of 150 gallons per minute, containing the fire, and rescuing high-risk victims. These operations are done in accordance with departmental emergency operating procedures while providing for the safety of responders and the public.

For 90 percent of **moderate risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of six (6) firefighters and officers is eleven minutes and twenty-eight seconds (11:28) throughout the jurisdiction. The ERF is capable of: assuming command, providing uninterrupted water supply, advancing an attack and back up-line for fire control, adhere to the OSHA requirements of two in and two out, providing a blocking apparatus, completing forcible entry, search/rescue, ventilation operations, and performing salvage/overhaul as needed.

Moderate Risk Fire 90th Percentile Times Baseline Performance Effective Response Force - 6		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	3:20	2:35	1:01	8:09	2:34	3:03
Turnout Time	Turnout Time 1st Unit	1:20	1:38	1:15	1:22	1:30	2:24	2:14
Travel Time	Travel Time 1st Unit **Distribution**	4:00	7:49	6:59	4:41	7:51	8:12	5:32
	Travel Time Effective Response Force **Concentration**	6:00	7:25	11:07	-	-	7:19	4:41
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	10:35 (45)	8:52 (8)	6:18 (10)	17:02 (9)	14:30 (12)	8:54 (6)
	Total Response Time Effective Response Force **Concentration**	8:20	11:28 (11)	17:43 (4)	-	-	11:06 (3)	7:06 (4)

(n)=number of incidents

For 90 percent of all **high risk** fire suppression incidents, the total response time for the arrival of the first due unit, staffed with a minimum of (3) firefighters, (1) being an officer, is eleven minutes and two seconds (11:02) The first due unit is capable of flowing 1,500 gallons per minute (gallons per minute), establishing command, conducting initial fire attack operations, requesting additional resources, advancing an attack line flowing a minimum of 150 gallons per minute, containing the fire, and rescuing high-risk victims. These operations are done in accordance with departmental emergency operating procedures while providing for the safety of responders and the public.

For 90 percent of **high risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of (15) firefighters and officers shall be: is twenty-two minutes and six seconds (22:06). The ERF is capable of: assuming command, providing uninterrupted water supply, advancing an attack and back up-line for fire control, adhere to the OSHA requirements of two in and two out, establishing a rapid intervention team, completing forcible entry, search/rescue, ventilation operations, and performing salvage/overhaul. The ERF for high risk fires is also capable of utilizing elevated fire streams through the use of aerial ladders. These operations are completed in accordance with the departmental emergency operating procedures while providing for the safety of responders and the general public.

High Risk Fire 90th Percentile Times Baseline Performance Effective Response Force - 15		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	3:42	2:43	1:38	1:47	4:08	2:45
Turnout Time	Turnout Time 1st Unit	1:20	2:47	2:36	2:18	3:24	2:34	3:37
Travel Time	Travel Time 1st Unit **Distribution**	4:00	7:01	6:04	5:52	7:20	7:28	6:44
	Travel Time Effective Response Force **Concentration**	9:40	18:14	18:54	13:02	14:03	17:25	18:56
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	11:02 (110)	9:34 (17)	7:37 (17)	12:40 (21)	13:34 (39)	10:01 (16)
	Total Response Time Effective Response Force **Concentration**	16:20	22:06 (28)	21:31 (4)	15:21 (4)	18:02 (8)	21:20 (7)	30:21 (5)

(n)=number of incidents

Emergency Medical Services

For 90 percent of all **low risk** EMS responses, the total response time for the arrival of the first-due Agency unit, staffed with a minimum of 3 firefighters, with a minimum of 1 paramedic and one officer (not exclusive roles), is thirteen minutes and ten seconds (13:10). The first-due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing advance life support (ALS).

The Agency relies upon Lake County Fire Rescue, who transports all patients in Lake County, to complete the effective response force component of its program. The initial arriving Agency Company shall have the capability of initiating advanced life support until Lake County Fire Rescue arrives on scene. If Lake County Fire Rescue arrives on scene first, its personnel shall initiate care and Agency personnel will provide support as needed.

Low Risk EMS 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	3:32	3:30	2:45	2:37	4:20	2:59
Turnout Time	Turnout Time 1st Unit	1:00	2:22	2:36	2:22	2:17	2:18	1:35
Travel Time	Travel Time 1st Unit **Distribution**	8:00	13:10	12:29	13:37	13:10	13:49	14:10
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	10:00	16:45 (2787)	15:55 (679)	16:52 (757)	16:14 (659)	18:29 (604)	17:05 (88)
	Total Response Time Effective Response Force **Concentration**	-		-	-	-	-	-

(n)=number of incidents

For 90 percent of all **moderate risk** EMS responses, the total response time for the arrival of the first-due Agency unit, staffed with a minimum of 3 firefighters, with a minimum of 1 paramedic and one officer (not exclusive roles), eleven minutes and fifty-eight seconds (11:58). The first-due unit is capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing advance life support (ALS).

The Agency relies upon Lake County Fire Rescue, who transports all patients in Lake County, to complete the effective response force component of its program. The initial arriving Agency Company shall have the capability of initiating advanced life support until Lake County Fire Rescue arrives on scene. If Lake County Fire Rescue arrives on scene first, its personnel shall initiate care and Agency personnel will provide support as needed.

Moderate Risk EMS 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	3:11	3:31	1:42	1:50	3:59	2:32
Turnout Time	Turnout Time 1st Unit	1:00	2:14	2:16	2:10	2:07	2:18	2:15
Travel Time	Travel Time 1st Unit **Distribution**	4:00	9:38	9:05	9:41	9:37	10:17	9:42
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:00	12:56 (7615)	12:59 (1678)	12:15 (1776)	12:07 (1479)	14:52 (1544)	12:32 (1138)
	Total Response Time Effective Response Force **Concentration**	-	-	-	-	-	-	-

(n)=number of incidents

For 90 percent of all **high risk** EMS responses, the total response time for the arrival of the first-due Agency unit, staffed with a minimum of 3 firefighters, with a minimum of 1 paramedic and one officer (not exclusive roles), is ten minutes and fifty-five seconds (10:55). The first-due unit is capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing advance life support (ALS).

The Agency relies upon Lake County Fire Rescue, who transports all patients in Lake County, to complete the effective response force component of its program. The initial arriving Agency Company shall have the capability of initiating advanced life support until Lake County Fire Rescue arrives on scene. If Lake County Fire Rescue arrives on scene first, its personnel shall initiate care and Agency personnel will provide support as needed.

High Risk EMS 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	2:12	1:55	2:17	1:32	2:32	2:46
Turnout Time	Turnout Time 1st Unit	1:00	2:26	2:27	2:09	2:46	1:40	2:25
Travel Time	Travel Time 1st Unit **Distribution**	4:00	7:52	8:15	6:46	6:30	9:53	6:47
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:00	10:55 (103)	11:20 (21)	10:32 (25)	9:31 (27)	12:13 (21)	9:19 (9)
	Total Response Time Effective Response Force **Concentration**	-	-	-	-	-	-	-

(n)=number of incidents

Hazardous Materials

For 90 percent of all **low risk** hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer is nine minutes and forty-eight seconds (9:48). The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

Low Haz-Mat 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	2:55	1:53	0:56	0:54	7:27	1:47
Turnout Time	Turnout Time 1st Unit	1:20	2:17	1:38	1:19	1:03	3:38	1:14
Travel Time	Travel Time 1st Unit **Distribution**	4:00	7:32	16:00	5:38	5:06	7:19	6:38
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	9:48 (17)	19:12 (2)	7:25 (3)	6:33 (4)	9:16 (7)	9:26 (1)
	Total Response Time Effective Response Force **Concentration**	-	-	-	-	-	-	-

(n)=number of incidents

For 90 percent of all **moderate risk** hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer is fourteen minutes and twenty-seven seconds (14:27). The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all **moderate risk** hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 7 firefighters and officers, is thirty-two minutes and forty-three seconds (32:43). The ERF is capable of: appointing a site safety officer; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

Moderate Risk Haz Mat 90th Percentile Times Baseline Performance Effective Response Force - 7		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	2:52	3:58	2:01	1:34	2:38	1:57
Turnout Time	Turnout Time 1st Unit	1:20	1:48	2:16	1:40	1:49	1:58	1:59
Travel Time	Travel Time 1st Unit **Distribution**	4:00	11:25	14:17	11:10	10:04	9:44	8:05
	Travel Time Effective Response Force **Concentration**	28:00	29:54	-	-	-	-	29:54
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	14:27 (88)	18:51 (20)	13:50 (15)	12:22 (22)	13:16 (24)	11:32 (7)
	Total Response Time Effective Response Force **Concentration**	30:20	32:43 (1)	-	-	-	-	32:43 (1)

(n)=number of incidents

For 90 percent of all **high risk** hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer is thirteen minutes and fifty-nine seconds (13:59). The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all **high risk** hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 7 firefighters and officers, is twenty five minutes and thirty-two seconds (25:32). The ERF is capable of: appointing a site safety officer; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

High Risk Haz-Mat 90th Percentile Times Baseline Performance Effective Response Force - 7		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	2:06	-	-	-	2:06	-
Turnout Time	Turnout Time 1st Unit	1:20	1:09	-	-	-	1:09	-
Travel Time	Travel Time 1st Unit **Distribution**	4:00	10:43	-	-	-	10:43	-
	Travel Time Effective Response Force **Concentration**	28:00	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	13:59 (2)	- (0)	- (0)	- (0)	13:59 (2)	-
	Total Response Time Effective Response Force **Concentration**	30:20	- (0)	- (0)	- (0)	- (0)	- (0)	- (0)

(n)=number of incidents

Technical Rescue

For 90 percent of all **low risk** technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, is ten minutes. (10:00). The first- due unit is capable of: establishing command; initiating patient rescue, requesting additional resources; and providing advanced life support to any victim without endangering response personnel.

Low Risk Technical Rescue 90th Percentile Times Baseline Performance Effective Response Force - 3		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	2:26	3:28	1:03	1:11	2:31	-
Turnout Time	Turnout Time 1st Unit	1:00	2:28	2:03	1:53	1:43	2:42	-
Travel Time	Travel Time 1st Unit **Distribution**	4:00	6:45	5:58	9:12	4:46	3:55	-
	Travel Time Effective Response Force **Concentration**	-	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:00	10:00 (18)	10:13 (6)	12:08 (7)	6:48 (3)	8:27 (2)	-
	Total Response Time Effective Response Force **Concentration**	-	-	-	-	-	-	-

(n)=number of incidents

For 90 percent of all **moderate risk** technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, is ten minutes and seventeen seconds (10:17). The first- due unit is capable of: establishing command; initiating patient rescue, requesting additional resources; and providing advanced life support to any victim without endangering response personnel.

For 90 percent of all **moderate risk** technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 6 firefighters and officers is fourteen minutes and twenty-two seconds (14:22). The ERF is capable of: providing advanced life support, securing the vehicles, and patient extrication.

Moderate Risk Technical Rescue 90th Percentile Times Baseline Performance Effective Response Force - 6		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:20	2:47	2:52	1:48	2:00	3:35	2:06
Turnout Time	Turnout Time 1st Unit	1:00	2:07	1:54	2:01	2:02	2:04	2:34
Travel Time	Travel Time 1st Unit **Distribution**	4:00	7:30	7:34	8:00	7:12	7:26	6:31
	Travel Time Effective Response Force **Concentration**	6:00	8:32	7:20	12:52	8:14	7:21	8:16
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	10:17 (831)	10:49 (160)	10:11 (171)	9:25 (206)	11:13 (195)	8:58 (99)
	Total Response Time Effective Response Force **Concentration**	8:20	14:22 (181)	14:55 (29)	29:14 (25)	14:20 (49)	13:43 (25)	11:32 (55)

(n)=number of incidents

For 90 percent of all **high risk** technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be six minutes and twenty seconds (6:20). The first-due unit is capable of: establishing command; initiating patient rescue, requesting additional resources; and providing advanced life support to any victim without endangering response personnel.

For 90 percent of all **high risk** technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 12 firefighters and officers including the technical response team, shall be twenty-eight minutes and twenty seconds (28:20) in all areas. The ERF shall be capable of: appointing a site safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing first responder medical support.

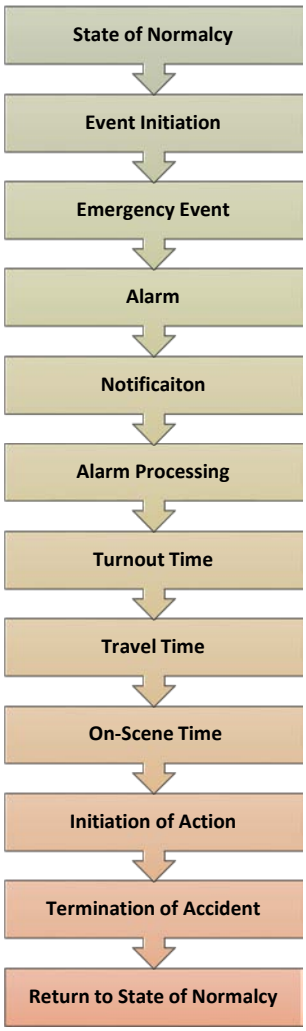
There have been no incidents within the measured timeframe which have required an effective response force for high risk technical rescues.

High Risk Technical Rescue 90th Percentile Times Baseline Performance Effective Response Force - 6		**Benchmark (Target)**	**2019-2023**	**2023**	**2022**	**2021**	**2020**	**2019**
Alarm Handling	Pickup to Dispatch	1:00	-	-	-	-	-	-
Turnout Time	Turnout Time 1st Unit	1:20	-	-	-	-	-	-
Travel Time	Travel Time 1st Unit **Distribution**	4:00	-	-	-	-	-	-
	Travel Time Effective Response Force **Concentration**	28:00	-	-	-	-	-	-
Total Response Time	Total Response Time 1st Unit On Scene **Distribution**	6:20	- (0)	- (0)	- (0)	- (0)	- (0)	- (0)
	Total Response Time Effective Response Force **Concentration**	28:20	- (0)	- (0)	- (0)	- (0)	- (0)	- (0)

(n)=number of incidents

Cascade of Events

In any emergency, time is a critical issue. The longer it takes to get emergency personnel to the incident the less likely it is that there will be a positive outcome. Each event begins at the point that there is a change in normalcy and ends when the state of normalcy is reestablished. The time an incident occurs to the "on-scene" time varies depending on the observer's perspective. The fire department considers that response time from the 911 dispatch being received to when the first apparatus arrives on scene. The public begins the countdown from the moment the incident is witnessed until trained professionals arrive. The incident itself also has its own clock starting at the time of fire ignition or the medical emergency. The National Fire Protection Association refers to these time points as a Cascade of Events.



Detection

Detection is defined as the element of time between the time an event occurs, detects it, and when the emergency response system is notified. This is typically accomplished by calling the 911 Public Safety Answering Point (PSAP). The City of Mount Dora PSAP is the combined operated Communications Center (Comm Center) with Lake EMS.

Call Processing

This is the element of time measured between when Dispatch answers the 911 call, processes the information, and subsequetely dispatches the Department resources.

Turnout Time

This is the element of time that is measured between the time the Fire Department is dispatched or alerted of the emergency incident, and the time when the apparatus is enroute to the call.

Travel Time

The travel time is the element of time between when the unit went enroute, or began to travel to the incident, and their arrival on scene.

Total Response Time

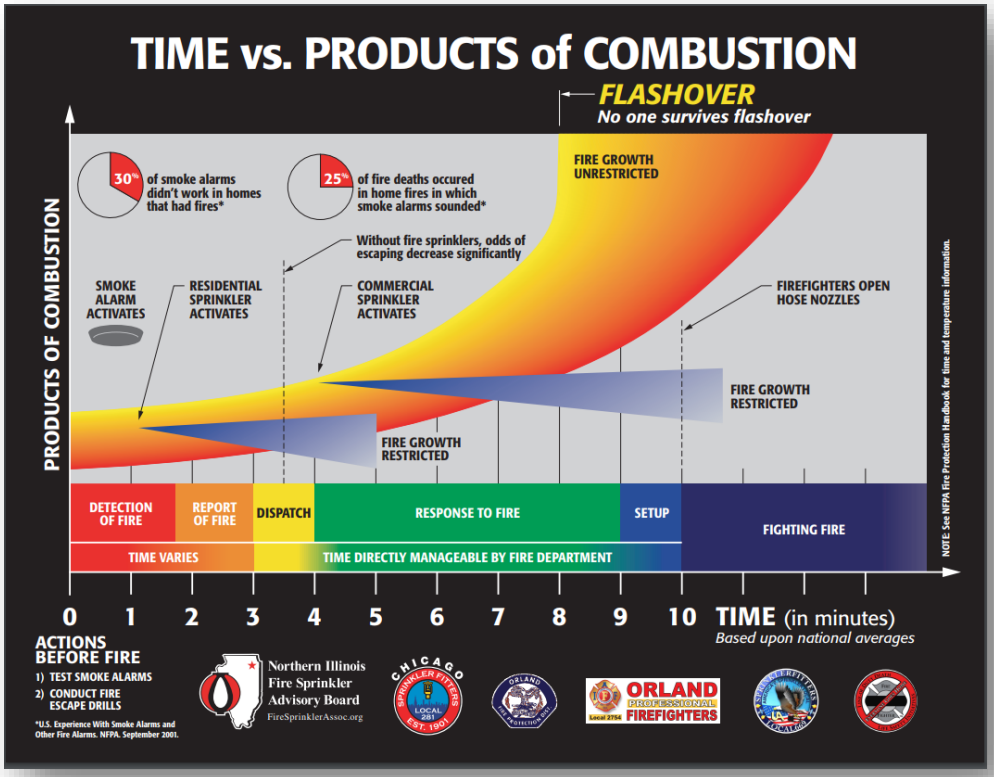
The total response time is the total time required to arrive on scene, beginning with Dispatch answering the phone, and the time that units arrive on scene.

Response Time Continuum

The number one priority with structural fire incidents is to save lives followed by the minimization of property damage. A direct relationship exists between the timeliness of the response and the survivability of unprotected occupants and property damage. The most identifiable point of fire behavior is Flashover.

Flashover is the point in fire growth where the contents of an entire area, including the smoke, reach their ignition temperature, resulting in a rapid-fire growth rendering the area un- survivable by civilians and untenable for firefighters. Best practices would result in the fire department arriving and attacking the fire prior to the point of flashover. A representation of the traditional time temperature curve and the cascade of events is provided below.

Example of Traditional Time Temperature Curve (retrieved from https://www.usfa.fema.gov/downloads/pdf/coffee-break/time-vs-products-of-combustion.pdf)

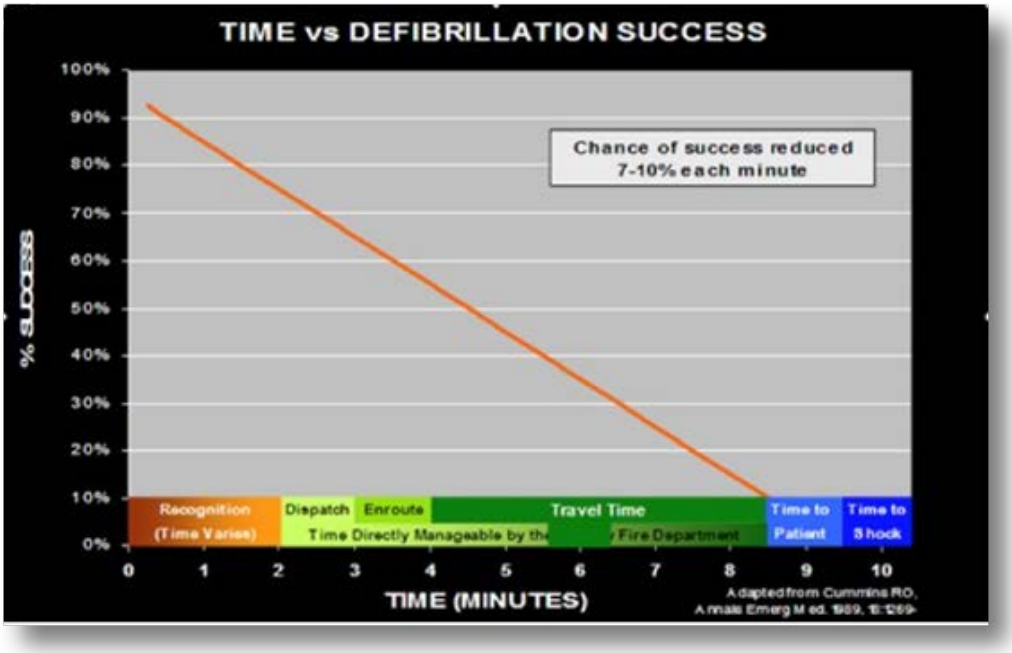


Recent studies by Underwriter's Laboratories (UL) have found that in compartment fires such as structure fires, flashover occurs within 4 minutes in modern fire environment. Modern home environments differ from traditional home environments with the addition of consumer furnishings made from petroleum-based products such as foam cushions and plastics. A compounding effect is also due to the advances in energy efficiency such as found in modern windows, insulation, etc. In addition, the UL research has identified an updated time temperature curve due to fires being ventilation controlled rather than fuel controlled as represented in the traditional time temperature curve. While this ventilation controlled environment continues to provide a high risk to unprotected occupants to smoke and high heat, it does

provide some advantage to property conservation efforts as water may be applied to the fire prior to ventilation and the subsequent flashover. An example of UL's ventilation controlled time temperature curve is provided below

The effective response to Emergency Medical Service (EMS) incidents also has a direct correlation to the ability to respond within a specified period. Out of hospital sudden cardiac arrest is the most identifiable and measured incident type for EMS. In an effort to demonstrate the relationship between response time and clinical outcome, a representation of the cascade of events and the time to defibrillation (shock) is presented below. The American Heart Association (AHA) has determined that brain damage will begin to occur between four and six minutes and become irreversible after 10 minutes without intervention.

Modern sudden cardiac arrest protocols recognize that high quality Cardio-Pulmonary Resuscitation (CPR) at the Basic Life Support (BLS) level is a quality intervention until defibrillation can be delivered in shockable rhythms. The figure below is representative of a sudden cardiac arrest that is presenting in a shockable heart rhythm such as Ventricular Fibrillation (V-Fib) or Ventricular Tachycardia (V-Tach).



Performance Objectives – Benchmarks

Methodologies

In developing the Community Risk Assessment/Standards of Cover, the Department utilized NFPA 1710 as a reference point to determine benchmark performance at the 90th percentile. Benchmark performance for call processing times across all risk categories is 1:00. Turnout time for risk categories where donning of firefighting/extrication PPE is not required is 1:00, and where donning the PPE is required the benchmark time is 1:20. The benchmark travel time for the first-due unit to all incidents requiring emergency response is 4:00. In adopting travel time and total response time benchmarks for the effective response force for each risk category, travel times from actual locations was used. For example, Lake County Fire Rescue's hazardous materials unit staffed with hazardous materials technicians is 15 miles (28 minutes) away.

Fire Suppression

For 90 percent of all fire suppression incidents, the total response time for the arrival of the first due unit, staffed with a minimum of (3) firefighters, (1) being an officer, shall be: 6 minutes 20 seconds (6:20) total response time throughout the jurisdiction. The first due unit is capable of flowing 1,500 gallons per minute (gallons per minute), establishing command, conducting initial fire attack operations, requesting additional resources, advancing an attack line flowing a minimum of 150 gallons per minute, containing the fire, and rescuing high-risk victims. These operations are done in accordance with departmental emergency operating procedures while providing for the safety of responders and the public.

For 90 percent of **low risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of (3) firefighters, (1) being an officer, shall be: 6 minutes twenty seconds (6:20) throughout the jurisdiction. The ERF is capable of: establishing command, conducting initial fire attack operations, requesting additional resources, advancing an attack line flowing a minimum of 150 gallons per minute, containing the fire, and rescuing high-risk victims. These operations are done in accordance with departmental emergency operating procedures while providing for the safety of responders and the public.

For 90 percent of **moderate risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of six (6) firefighters and officers shall be: 8 minutes and twenty seconds (8:20) throughout the jurisdiction. The ERF is capable of: assuming command, providing uninterrupted water supply, advancing an attack and back up-line for fire control, adhere to the OSHA requirements of two in and two out, establishing a rapid intervention team, completing forcible entry, search/rescue, ventilation operations, and performing salvage/overhaul.

For 90 percent of **high risk** fire suppression incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of (15) firefighters and officers shall be: sixteen minutes and twenty seconds (16:20) throughout the jurisdiction. The ERF is capable of: assuming command, providing uninterrupted water supply, advancing an attack and back up-line for fire control, adhere to the OSHA requirements of two in and two out, establishing a rapid intervention team, completing forcible entry, search/rescue, ventilation operations, and performing salvage/overhaul. The ERF for high risk fires is also capable of utilizing elevated fire streams through the use of aerial ladders. These operations are

completed in accordance with the departmental emergency operating procedures while providing for the safety of responders and the general public.

Emergency Medical Services

For 90 percent of all **low risk** EMS responses, the total response time for the arrival of the first-due unit, staffed with a minimum of 3 firefighters, with a minimum of 1 paramedic and one officer (not exclusive roles), shall be ten minutes (10:00) in all areas. The first-due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing advance life support (ALS).

The Department relies upon Lake County Fire Rescue, who transports all patients in Lake County, to complete the effective response force component of its program. The initial arriving Department Company shall have the capability of initiating advanced life support until Lake County Fire Rescue arrives on scene. If Lake County Fire Rescue arrives on scene first, its personnel shall initiate care and Department personnel will provide support as needed. The effective response force shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing all treatment and transport activities.

For 90 percent of all **moderate and high risk** EMS responses, the total response time for the arrival of the first-due unit, staffed with a minimum of 3 firefighters, with a minimum of 1 paramedic and one officer (not exclusive roles), shall be 6 minutes in all areas. The first-due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing advance life support (ALS).

The Department relies upon Lake County Fire Rescue, who transports all patients in Lake County, to complete the effective response force component of its program. The initial arriving Department Company shall have the capability of initiating advanced life support until Lake County Fire Rescue arrives on scene. If Lake County Fire Rescue arrives on scene first, its personnel shall initiate care and Department personnel will provide support as needed. The effective response force shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient's medical history; initiating mitigation efforts within one minute of arrival; and providing all treatment and transport activities.

Hazardous Materials

For 90 percent of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes and 20 seconds all areas. The first-due unit shall be capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all **moderate/high risk** hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team,

staffed with 7 firefighters and officers, shall be: thirty minutes and twenty seconds (30:20) in all areas. The ERF shall be capable of: appointing a site safety officer; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

Technical Rescue

For 90 percent of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes and 20 seconds in all areas. The first- due unit shall be capable of: establishing command; initiating patient rescue, requesting additional resources; and providing advanced life support to any victim without endangering response personnel.

For 90 percent of all **moderate risk** technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 6 firefighters and officers shall be: eight minutes and twenty seconds (8:20) in all areas. The ERF shall be capable of: providing advanced life support, securing the vehicles, and patient extrication.

For 90 percent of all **high risk** technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 12 firefighters and officers including the technical response team, shall be twenty eight minutes and twenty seconds in all areas. The ERF shall be capable of: appointing a site safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing first responder medical support.

Plan for Maintaining and Improving Performance

Consistent Provision of Services

Mount Dora Fire Department has established performance benchmarks to provide a goal metric for measurement against current performance. In establishing these benchmarks, the Department has assessed its current deployment against risk and demand. This has been accomplished by:

- Conducting a critical task analysis
- Measuring baseline performance
- Establishing benchmark performance
- Analyzing baseline performance versus established benchmarks
- Developing goals and objectives to close performance gaps via the strategic planning process

Compliance Team / Responsibility

The Compliance Team will consist of the Fire Chief and Deputy Chief who will have the responsibility of continuously monitoring changes in risk, community services demands, and department performance in each program area.

Performance Measures & Compliance Verification Reporting

At least quarterly, the Department will report on data such response times (broken into its components), unit hour utilization, reliability, incident type, and incident location. Annually, performance at the 90th percentile will be measured for low, moderate, and high risk classifications of Fire, EMS, Technical Rescue, and Hazardous Materials incidents. This will be addressed in the Department's annual compliance report.

Managing for Results

Mount Dora Fire Department has adopted a hybrid process widely known as managing for results; which is a methodology first introduced by Peter Drucker. The methodology includes a seven step process:

1. Strategic planning – This includes the establishment of goals and objectives for the Department. These goals and objectives are based on analysis of both internal and external (community) inputs.
2. Program planning – This step looks at how different programs within the Department contribute to its overall mission and vision, and may include more specific goals and objectives. This step will typically be done through annual program appraisals.
3. Developing meaningful performance measures – This step involves establishing metrics to monitor and track progress towards a goal.
4. Budgeting for results – This involves planning for and allocating monetary resources as necessary.
5. Collect and use data - This step involves collecting data based on previously established performance measures.
6. Evaluate and responds to results – This step involves evaluating data and comparing it to established performance benchmarks, such as time based criteria or goals and objectives.
7. Reporting results – Reporting results involves providing both internal and external stakeholders with information relevant to the Department's performance relating to established expectations along with the Department's goals and objectives.

Conclusion and Recommendations

Recommendations for Improving Operational Capabilities and Service Gaps

A. Reduce Response Times
   a. The Department has established performance goals (benchmark and baseline statements).
   b. Call Processing
      i. The Department will continue to monitor performance moving forward. Call processing times will be addressed with Lake County Communications and efforts will be made to positively influence the goal of reducing call processing times.
   c. Turnout Times
      i. The Department will continue to monitor turnout time performance. Realizing turnout times are a combination of behavior and physical restrictions, the Department will monitor and report on crew performance monthly.
   d. Travel Times
      i. As the City becomes denser due to growth, streets are expected to become busier, thus possibly increasing travel times. The Department will explore opportunities to implement traffic preemption devices for FY 25/26, as well as add a fire station on the east side if/when growth necessitates.

B. Staffing/Distribution of Resources
   a. The Department will continue to monitor growth on the City's east side to ensure it is prepared both with staffing and facility locations.

C. Command and Control
   a. Create shift-based battalion chief positions beginning FY 25/26 to enhance command and control capabilities, as well as manage the day to day field crews.
   b. Response times for Battalion Chiefs to emergency incidents is consistently greater than twenty minutes.
      i. The two closest Battalion Chiefs who respond to Mount Dora are stationed North of Eustis, and downtown Tavares.
      ii. Relying on Battalion Chiefs from outside agencies ensures the Department will not ever meet its adopted response time benchmarks.
   c. An Incident Commander (Battalion Chief) is necessary for all moderate and high risk fires, technical rescues, and hazardous materials incidents.

D. Obtain GIS Analysis Capabilities
   a. To improve the Department's risk assessment and planning zone management, the Department will need to implement GIS analysis. The goal is to begin implementation in late 2024. This will enable the Department to streamline data collection, automate risk mapping, and create visual representations of incident locations, response times, and future growth impacts.

Mount Dora
Fire Department

2024-2027 Strategic Plan

EST. 1910
MFD
MOUNT DORA FIRE DEPARTMENT

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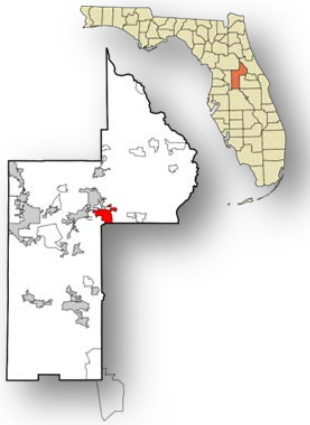
Introduction

Mount Dora Fire Department is proud to present its 2024 Community-Driven Strategic Plan, a blueprint for enhancing public safety and service excellence. This plan, developed through rigorous community engagement and stakeholder collaboration, outlines our strategic objectives, goals, and initiatives for the coming years. By aligning our efforts with the needs and expectations of our community, we are committed to improving emergency response, fostering resilience, and ensuring the safety and well-being of Mount Dora's residents and visitors. This document serves as a testament to our dedication to transparency, accountability, and continuous improvement in service delivery.

Acknowledgement to the Community

The Mount Dora Fire Department extends its sincere gratitude to the community members who participated in the strategic planning process by completing the community survey. The response was exceptional, with 367 submissions to the online survey. This invaluable input will guide the Department in our mission to provide outstanding service and achieve remarkable outcomes, enhancing the safety and quality of life in our City. The community's support reflects their dedication and commitment to this shared mission, and we are deeply appreciative of their involvement.

Organizational Background



The City of Mount Dora is located in the central part of the state and is part of the greater Orlando-Kissimmee metropolitan area. According to the 2023 University of Florida Bureau of Economic and Business Research (BEBR) report, Mount Dora's population was 17,843. While retaining its small town charm with numerous historic buildings and large canopy oak trees, Mount Dora is known for its variety of antique and specialty shops and numerous festivals and special events hosted throughout the year. After a significant fire in 1922 that burned the block of Donnelly Street from Fourth to Fifth Avenue including the town hall, town leaders came together and built the first fire station in 1923. The first known piece of fire apparatus was a manually pulled, two-wheeled hose cart that allowed the firefighters to bring more equipment to a fire scene. In 1926, the town purchased an American LaFrance triple pumper for the all-volunteer fire department that was utilized until it was sold to another volunteer fire department in 1953. The fire station maintained this original location until 1941 when a new firehouse was built on Fourth Avenue between Donnelly and Alexander. The fire department remained completely volunteer until 1965. In 1969 the fire station was moved to Third Avenue just to the East of Donnelly Street at which time four firefighters were on the payroll. The department transitioned to an all career staffed department in 1988. In 1993 the Fire Department and the Police Department moved into a shared complex at the corner of Lincoln and Donnelly streets where a fire station and the

administrative offices currently reside. Ultimately, the Mount Dora Fire Department added a second fire station, Station 35, located at 4300 County Road 19A expanding its services to the community. In 2023 Station 35 was relocated to 3200 County Road 19A.

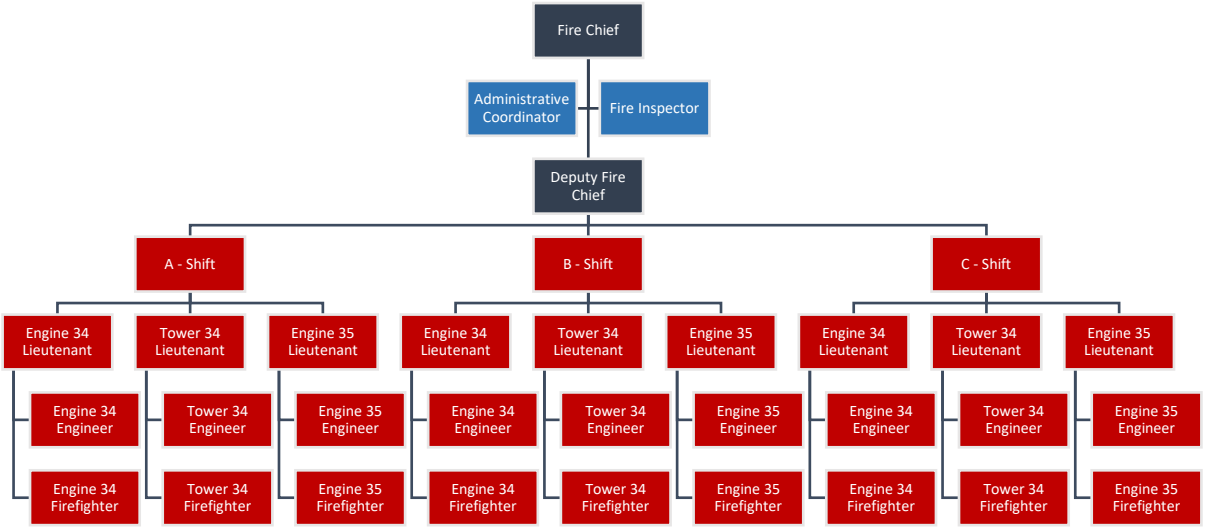
In December 2018 additional firefighters were hired, allowing the Department to place a second unit in service at Station 34, Tower 34. The full time staffing of Tower 34 brought the daily staffed apparatus from 2 to 3, and brought daily staffing up to 9 personnel, with a minimum daily staffing of 8. Placing a second apparatus, more specifically an aerial apparatus, in service at Station 34 has served several purposes. First, Station 34's response area has a high call volume, which having a second unit in the zone allows for reduced response times by other units, and allows those units to stay within their primary response area. Second, having the tower truck housed in the same station as a fire engine was an integral part of improving the Department's ISO rating from a 3 to a 2.

In 2023 there were over 4,000 incidents in the City. In addition to emergency response, the Fire Department provides stand-by coverage at festivals and special events; and provides non-emergency services such as fire prevention and public education, hurricane preparation, blood-pressure checks, and annual commercial and multi- family fire inspections.

Mount Dora is poised for substantial growth, characterized by an increasing population and expanding urban development. As the city evolves, there will be a corresponding rise in the demand for fire and emergency medical services. Strategic planning, resource allocation, and advanced training will be essential to effectively address the future needs of the community. The Mount Dora Fire Department is committed to proactively enhancing its capabilities to ensure continued excellence in public safety and emergency response as the city progresses.

Organizational Structure

The Executive Team is comprised of two senior uniformed officers, The Fire Chief and Deputy Fire Chief. The Department receives administrative support from one Administrative Coordinator. The Department also has one Fire Inspector responsible for fire prevention and inspections. There is an authorized strength of 27 full time shift personnel to staff two engines and a tower.



Strategic Plan Development

High performing organizations understand the importance of strategic planning. One of the primary goals of a strategic plan is to provide guidance and direction for an organization. However, a strategic plan must be a living, breathing document, and must be inherently flexible. Mount Dora Fire Department realizes the importance of understanding the needs and expectations of the community.

What is a Customer-Driven Organization?

The U.S. Federal Consortium Benchmarking Study Team's defines a **"customer-driven organization"** as one that *maintains a focus on the needs and expectations, both spoken and unspoken, of customers, both present and future, in the creation and/or improvement of the product or service provided.*

The foundation of any successful strategic plan is an analysis of capabilities and strengths, weaknesses and limitations. Information, both objective and subjective, must be gathered from a wide array of sources, including external stakeholders (the community served) and internal stakeholders (staff). If the planning process is to succeed, it must incorporate the views of all the constituencies that will be affected by the plan or have a role in its implementation.

The U.S. Federal Consortium Benchmarking Study Team explains that to fully understand strategic planning, it is necessary to look at a few key words in the strategic planning definition:

- ***Continuous*** refers to the view that strategic planning must be an ongoing process, not merely an event to produce a plan;
- ***Systematic*** recognizes that strategic planning must be a structured and deliberate effort, not something that happens on its own;
- ***Process*** recognizes that one of the benefits of strategic planning is to undertake thinking strategically about the future and how to get there, which is much more than production of a document (e.g., a strategic plan);
- ***Guiding Members*** identifies not only senior unit executives, but also employees. (It also considers stakeholders and customers who may not make these decisions, but who affect the decisions being made.);
- **Procedures and Operations** means the full spectrum of actions and activities from aligning the organization behind clear long-term goals to putting in place organizational and personal incentives, allocating resources, and developing the workforce to achieve the desired outcomes; and
- **How Success is Measured** recognizes that strategic planning must use appropriate measures to determine if the organization has achieved success.

The Community-Driven Strategic Planning Process

The specific steps of the process are as follows:

1. Define the programs provided to the community.
2. Establish the community's priorities and expectations of the organization.
3. Identify any concerns the community may have about the organization, along with aspects of the organization that the community views positively.
4. Revisit the Mission Statement, giving careful attention to the services and programs currently provided, and which logically can be provided in the future.
5. Identify the internal Strengths, Weaknesses, Opportunities, and Threats of the organization.
6. Identify the organization's critical issues and service gaps.
7. Determine strategic initiatives for organizational improvement.
8. Establish realistic goals and objectives for each initiative.
9. Identify implementation tasks for the accomplishment of each objective.
10. Determine the Vision of the future.
11. Develop organizational and community commitment to accomplishing the plan.

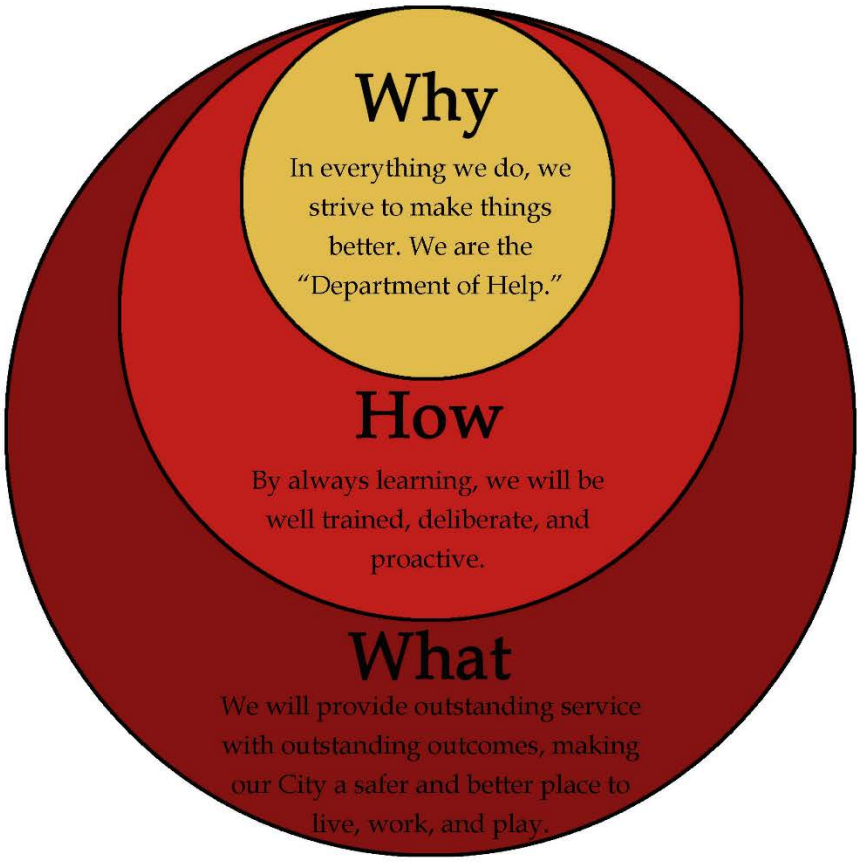
Mission and Vision – Why, How, and What

The Mission of the Mount Dora Fire Department is: To save lives, protect property, and promote public safety. In everything we do, we strive to make things better. By always learning we will be well trained, deliberate and proactive. Delivering outstanding results with outstanding service.

Our vision is: A safer and better place to live, work and play.

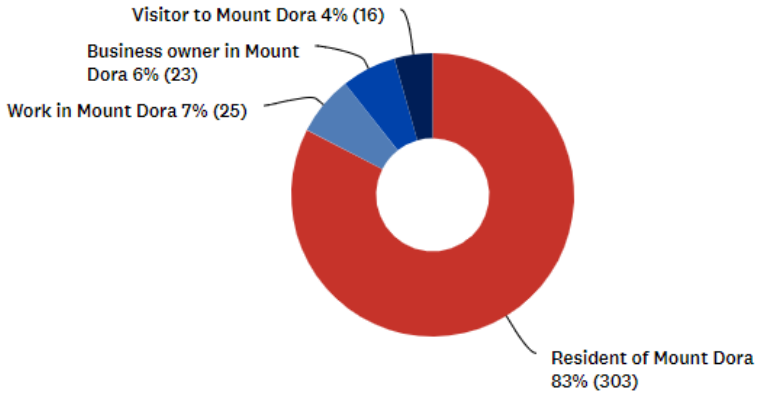
An organization's mission and vision statements serve as the foundation of behavior and decision making. A mission statement explains its reason for existence, the why. A vision statement describes what an organization strives to be. Vision statements should inspire action in the organization and within individuals. Throughout this process input was sought from all levels of the Department. Many edits were made along the way.

Inspiration for how the Department created the following statements comes from renowned leadership and organizational expert Simon Sinek. His belief (and title of his book), which has been adopted by Mount Dora Fire Department, is to "Start with why". Thus Mount Dora Fire Department's mission and vision statements are described in *Why, How, and What* we strive to do.

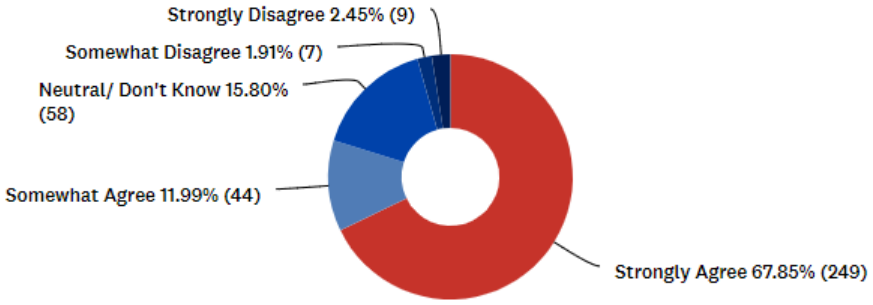


Community Input

Commitment and accountability to the community are priorities of Mount Dora Fire Department. In August 2024, the Department utilized an online survey to seek the input external stakeholders. The Department received 367 responses. Members were first asked to identify their affiliation with the City of Mount Dora:



Community members were then provided with the Department's mission statement and asked how strongly they agree or disagree with how the Department is upholding our mission statement.



Establishing the Community's Priorities

Service Program Priorities

In order to determine which of the services we need to dedicate our time, energy, and resources to; we asked our external stakeholders to prioritize the service programs the Mount Dora Fire Department provides to the community. The community priorities were ranked as follows:

Rank	*Service Program*	*Weighted Score*
1	EMS	4.25
2	Fire Suppression	3.85
3	Emergency Management	2.99
4	Community Outreach	1.95
5	Fire Inspections	1.95

Operational Area Priorities

Community members were then asked to rank their order of preference in addressing operational area focus. The priorities were ranked as follows:

Rank	*Operational Area*	*Weighted Score*
1	Staffing	3.52
2	Tools & Equipment	2.59
3	Training & Education	2.33
4	Technology	1.56

Community Outreach & Public Education

During the risk and self-assessment process, the Department found weaknesses in community outreach and public education. In the online survey, the community was asked to prioritize the types of community involvement they would like the Department to provide:

Rank	*Community Program*	*Weighted Score*
1	Public Education	3.34
2	Community Service Programs	2.9
3	Outreach to Schools	2.18
4	Attending Public Events	1.58

Strengths, Weaknesses, Opportunities, & Other Comments

Via the online survey, respondents were also asked to provide additional comments regarding the Departments strengths, weaknesses, and opportunities. The online survey platform provides analysis of narrative responses so trends in comments may be seen. Responses were then analyzed via the AI ChatGPT data analyst tool. This analysis provided summaries of respondent's sentiment to each question. The following comments represent the most common themes found within each category.

What are the Department's strengths? What does the Department do well?

From the responses to this question, several key themes about the Department emerged:

1. Response time (mentioned by approximately 25% or respondents)
2. Professionalism and competence (mentioned by approximately 20% of respondents)
3. Emergency Medical Services (EMS) (mentioned by approximately 15% of respondents)
4. Community engagement (mentioned by approximately 10% of respondents)
5. Equipment and facilities (mentioned by approximately 5% of respondents)

Although not the focus of this survey question, some respondents provided feedback suggesting areas for improvement, such as the need for more efficient use of resources and better communication with the community about the Fire Department's activities and capabilities.

What does the Department need to improve? Where is the Department lacking?

1. Staffing and resources (mentioned by approximately 30% of respondents)
2. Community engagement and education (mentioned by approximately 25% of respondents)
3. Response times (mentioned by approximately 20% of respondents)
4. Use of equipment (mentioned by approximately 10% of respondents)
5. Visibility and communication (mentioned by approximately 10% of respondents)
6. Training and professional development (mentioned by approximately 5% of respondents)

Some responses included constructive criticism and suggestions for areas where the Fire Department can enhance its services, such as:

1. Increasing staffing and resources
2. Community engagement: Offering more educational programs, CPR classes, and community events to increase public awareness and involvement.
3. Improving response times: Addressing delays, particularly in more remote areas, to ensure timely emergency response.
4. Optimizing equipment use: Utilizing smaller vehicles for non-fire emergencies to save costs and improve efficiency.
5. Enhancing communication: Keeping the community involved about the Department's activities, achievements, and services through regular updates and social media presence.
6. Continuous training: Ensuring ongoing training for staff to maintain and enhance their skills and knowledge.

Are there any opportunities you see for the Fire Department to enhance its services? What can we do more of, or are there any specific initiatives or partnerships you would like to see the Fire Department undertake?

1. Community education and engagement (mentioned by approximately 30% of respondents)
2. Specific programs and initiatives (mentioned by approximately 25% of respondents)
3. Visibility and presence (mentioned by approximately 20% of respondents)
4. Collaboration and partnerships (mentioned by approximately 15% of respondents)
5. Enhanced services and equipment (mentioned by approximately 10% of respondents)
6. Staffing and resources (mentioned by approximately 10% of respondents

What potential challenges do you foresee that could impact the effectiveness of the Fire Department?

1. Population growth (mentioned by approximately 30% of respondents)
2. Staffing and resources (mentioned by approximately 25% of respondents)
3. Funding and budget constraints (mentioned by approximately 20% of respondents)
4. Traffic and accessibility (mentioned by approximately 15% of respondents)
5. Equipment and infrastructure (mentioned by approximately 10% of respondents)
6. Climate and natural disasters (mentioned by approximately 5% of respondents

Are there any services or programs that the Department is not providing that you would like provided?

1. Community education and outreach (mentioned by approximately 25% of respondents)
2. Volunteer and youth programs (mentioned by approximately 15% of respondents)
3. Senior services (mentioned by approximately 10% of respondents)
4. Emergency preparedness (mentioned by approximately 10% of respondents)
5. Miscellaneous services (mentioned by approximately 5% of respondents)

In a few words, share any additional thoughts or comments you have regarding the Mount Dora Fire Department.

1. Positive feedback and praise (mentioned by approximately 30% of respondents)
2. Professionalism and dedication (mentioned by approximately 25% of respondents)
3. Community support and engagement (mentioned by approximately 20% of respondents)
4. Concerns and suggestions (mentioned by approximately 15% of respondents)
5. Gratitude and appreciation (mentioned by approximately 10% of respondents)

Internal Stakeholder Input

In August, 2024 the Department sent an online survey to all Department members. The online survey measured several key factors in employee satisfaction. Additionally the survey contained narrative sections for respondents to provide their analysis of the Department's strengths, weaknesses, opportunities, and threats. The Department later held an internal stakeholder work session was conducted where the internal and external stakeholder surveys were presented, the mission statement was revisited, and goals and objectives were established. A total of 21 out of 31 members of the Department completed the online survey and SWOT analysis. 16 members of the Department attended the internal stakeholder meeting. Attendees of the internal stakeholder meeting included:

Fire Chief Joseph Hightower	Deputy Chief Rich Loewer	Lieutenant Mike Smith
Lieutenant Tara Holcomb	Lieutenant Heather Churchwell	Lieutenant Ray Capitola
Lieutenant Rob DeSimone	Lieutenant Tim Carpenter	Engineer Matt Haislip
Engineer Mike Clayton	Engineer Chris Didier	Engineer Weston Hargroves
Firefighter Brandi Lamanteer	Firefighter Obed Acevedo	Firefighter Carlos Cervantes
Firefighter Josh Parrish		

Internal Stakeholder Strengths, Weaknesses, Opportunities, & Threats (SWOT) Analysis

The internal survey results of the Mount Dora Fire Department highlight key themes across four major areas: strengths, weaknesses, opportunities, and threats. The department's strengths include strong leadership, a culture of comradery, high-quality equipment, and a focus on training, all contributing to its operational success. However, notable weaknesses revolve around staffing shortages, inconsistent leadership accountability, communication gaps, and high workload stress affecting personnel. Opportunities for growth include capitalizing on city expansion, establishing a dedicated training chief, developing leadership roles, and improving infrastructure with new training facilities. On the other hand, threats such as potential high turnover rates, resistance to appropriately funding the Department, safety concerns due to understaffing, and leadership gaps pose challenges to the department's continued growth and effectiveness. Overall, the survey results emphasize the need for better accountability, communication, and strategic planning to align with the Department's growth trajectory.

Strengths	Weaknesses
• Strong, supportive leadership • Team comradery and culture • High-quality equipment • Focus on training • Customer service	• Insufficient staffing levels • Accountability • Communication • Need for leadership development of personnel • Workload stress
Opportunities	**Threats**
• Growth • Training & Battalion Chief positions • Leadership development • Training facility • Community engagement	• Funding needed growth • Limited staffing • Limited applicant pool • Budget constraint • Public perception risks

Goals and Objectives

To realize the mission set forth by the organization, goals and objectives must be established to enhance the strengths, address the identified weaknesses from the SWOT analysis, and to address the concerns and expectations of the community. The strategic plan provides a clear, consistent organizational message providing the framework for direction of the organization.

Internal stakeholders met to establish the goals and objectives for the Mount Dora Fire Department. Once completed, the goals and objectives were shared with the whole agency for their feed-back and approval. The goals and objectives should now become the focus of the efforts of the department. As a management tool, the goals and objectives should be reviewed and updated on an ongoing basis to review progress and any performance gaps.

During this process close attention was paid to aligning the Department's goals and objectives with the City's which are: Economic Development and Growth Management, Infrastructure, Resources – Financial and Human, Internal and External Communication, and Public Safety.

Goal 1:	Ensure Current Infrastructure Sustainability and Assess Future Expansion Needs.
City Goals Addressed:	**Economic Development, Infrastructure, Resources, Public Safety**
Goal 1A	**Complete Station 34/EOC Renovation & Build**
Timeframe:	12-24 Months
Critical Tasks:	• Finalize conceptual architectural design & engineering • Collaborate with architect & engineering firms to produce a cost estimate, & receive approval from Council. • Finalize design, costs, & initiate build.
Funding Estimate:	Currently funded through fire assessment fee bond
Assigned To:	Fire Chief Hightower
Goal 1B	**Training Facility**
Timeframe:	12-24 Months
Critical Tasks:	• Evaluate properties within the City that meet requirements. • Procure selected property (if not already owned by City) • Select vendors for training tower build & site development • Design training tower & site layout • Produce design & cost estimate, receive approval from Council • Finalize design, costs, & initiate build.
Funding Estimate:	Currently funded through fire assessment fee bond
Assigned To:	Fire Chief Hightower
Goal 1C	**Apparatus Design & Purchase**
Timeframe:	Design FY 25/26, place order FY 26/27 for FY 27/28 delivery
Critical Tasks:	• Form design committee for new engine • Perform analysis of current apparatus & determine future needs • Design apparatus • Place order beginning FY 25/26
Funding Estimate:	$1.5 million
Assigned To:	Chiefs Hightower & Loewer
Objective 1D	**Future Fire Station Evaluation**
Timeframe:	24-36 Months
Critical Tasks:	• Engage in development forecast discussions. • Provide for ongoing monitoring of growth in the City's Wolfbranch Innovation District. • Analyze response time data to the area. • Conduct GIS analysis to map existing fire station locations and calculate travel times to current and future development areas. • Conduct ongoing risk assessments to identify fire, EMS, transportation risks in the area. • Identify potential fire station locations.
Assigned To:	• Fire Chief Hightower, Deputy Chief Loewer

Goal 2:	Enhance Personnel Resources Through Staff Development, Professional Growth, and Future Planning
City Goals Addressed:	**Resources, Growth Management, Public Safety**
Goal 2A:	**Create Battalion Chief Positions (Shift Commanders & Training)**
Timeframe:	12-18 Months
Critical Tasks:	• Disseminate promotional qualification material. • Provide for professional development of potential candidates. • Create Battalion Chief Task Book & disseminate. • Conduct promotional testing assessment. • Promote top-scoring candidates. • Conduct promotional assessments to backfill positions from promotions.
Funding Estimate	• Salary increases for personnel per bargaining agreement.
Assigned to:	Deputy Chief Loewer
Goal 2B:	**Analyze Potential Staffing Needs for Expected City Growth**
Timeframe:	Ongoing
Critical Tasks:	• Evaluate the possible need for staffing increases concurrent with evaluating the potential need for an additional fire station. • Utilize baseline and benchmark response time data to analyze response times, effective response force times, and incident outcomes.
Funding Estimate:	Firefighter pay in accordance with bargaining agreement.
Assigned to:	Deputy Chief Loewer
Goal 2C:	**Identify Training For All Personnel to Establish Baseline Performance Measures**
Timeframe:	3-6 Months
Critical Tasks:	• Identify core competencies for each rank. • Create a performance standard for each rank. • Create an annual training plan based on core competencies and performance standards.
Funding Estimate:	None
Assigned to:	Operations Committee
Goal 2D:	**Establish and Communicate a Career Path Framework**
Timeframe:	6-12 Months
Critical Tasks:	• Identify best practices of progression for each position. • Provide accessibility for training, education, and resources for professional development.
Funding Estimate:	Funded in annual operational budget – training line item.
Assigned to:	Operations Committee

Goal 3	Improve Communication Processes to Foster Effective, Efficient, and Open exchange of Information
City Goals Addressed:	**Resources, Public Safety**
Objective 3A:	**Increase the Frequency and Clarity of Internal Communication**
Timeframe:	Immediate implementation & ongoing
Critical Tasks:	• Implement a weekly informational bulletin to summarize key Department updates. • Initiate monthly meetings with the Deputy Chief and each Lieutenant to provide program updates, data, and performance feedback. • Conduct quarterly staff meetings with Administration and Lieutenants as a group. • Conduct morning roll call briefings with on duty Lieutenants and crews do discuss the day's agenda and provide immediate operational updates. • Conduct quarterly meetings with each shift to provide Department updates and illicit feedback from personnel on relevant issues.
Funding Estimate:	Overtime for all-hands meetings held quarterly for 1-2 hours
Assigned to:	Deputy Chief Loewer
Objective 3B:	**Establish Formal Processes for Communicating Information**
Timeframe:	6-12 Months
Critical Tasks:	• Create formal procedures for communicating and documenting information (ex: maintenance, command notification, directives, accidents, coaching/counseling/discipline, etc.). • Standardize documentation protocols and filing procedures, create templates for documents. • Set communication deadlines and timelines. • Conduct training on formal communication protocols.
Funding Estimate:	None
Assigned to:	Fire Chief Hightower, Deputy Chief Loewer

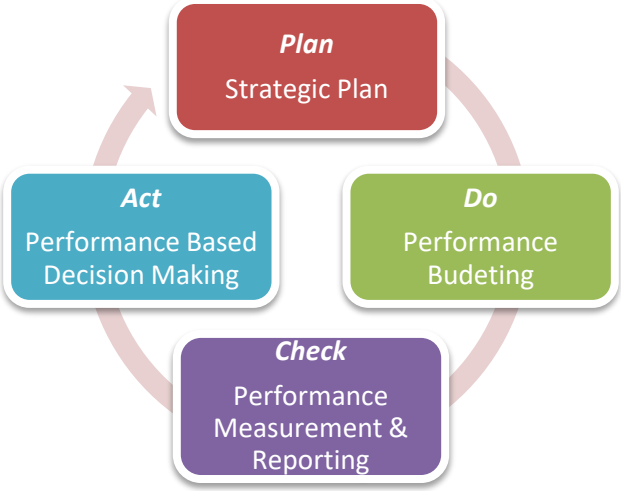
Goal 4	Improve Accountability at All Levels to Ensure Responsibility, Transparency, and Continuous Improvement
City Goals Addressed:	**Resources, Public Safety**
Objective 4A:	**Establish and Reinforce Clear Expectations**
Timeframe:	Immediate implementation & ongoing
Critical Tasks:	• Illicit feedback from personnel regarding expectations for each position to include performance and behavior. • Communicate roles, responsibilities, and performance standards for all personnel and regularly reinforce expectations during roll-call briefings, meetings, and evaluations.
Funding Estimate:	None
Assigned to:	Deputy Chief Loewer
Objective 4B:	**Implement a More Comprehensive Performance Review System**
Timeframe:	6-12 Months
Critical Tasks:	• Conduct performance reviews, which include specific and measurable goals, every six months focusing on performance and adherence to performance standards and expectations. • Use objective, measurable criteria to assess individual and team accountability.
Funding Estimate:	None
Assigned to:	Deputy Chief Loewer
Objective 4C:	**Establish Leadership Accountability Metrics**
Timeframe:	6-12 Months
Critical Tasks:	• Track and report key accountability metrics, such as task completion rates, response time adherence, and policy compliance. • Set Departmental accountability targets and review progress regularly. • Require Lieutenants to submit monthly reports summarizing key actions taken and progress toward goals.
Funding Estimate:	None
Assigned to:	Operations Committee
Objective 4D:	**Cultivate a Culture of Personal Accountability**
Timeframe:	Immediate
Critical Tasks:	• Offer training, mentoring, professional development, to foster personal responsibility and growth. • Incorporate personal responsibility discussions in post-incident reviews and training sessions. • Set individual performance goals and implement a self-evaluation process.
Funding Estimate:	None
Assigned to:	All Lieutenants

Goal 5	Enhance Community Outreach and Public Education by Increasing Engagement, Promoting Safety Awareness, and Building Relationships With the Community
Objective 4A:	**Strengthen Public Education**
Timeframe:	Ongoing
Critical Tasks:	• Formalize public education committee • Identify target audiences, key stakeholders, & risks • Identify delivery models • Train personnel as Fire and Life Safety Educators (certification) • Maintain a presence on social media which promotes outreach and education activities available by the Department • Create measurable benchmarks & outcomes
Funding Estimate:	$5,000
Assigned To:	Certified FLSE Personnel
Objective 4B:	**Increase Community Presence**
Timeframe:	Ongoing
Critical Tasks:	• Increase the number of community events attended by the Fire Chief and crews. • Improve social media presence and increase the frequency of social media posts regarding safety tips, Department updates, and community engagement initiatives. • Host open house events at Fire Stations. • Build partnerships with local organizations (Clubs, HOAs, etc.) and attend their events.
Funding Estimate:	Funded in fire prevention & promotions budget
Assigned To:	Fire Chief Hightower, Administrative Coordinator Angela House, City PIO

Goal 6	Improve External Agency Communication, Coordination, & Evaluation
Objective 5A:	**Establish Regular Communication Channels**
Timeframe:	Ongoing
Critical Tasks:	• Identify key City departments & external agencies where formal, regular meetings would prove to enhance Department operations. • Create regularly occurring meetings with key stakeholders from external agencies (neighboring fire departments, City departments) to discuss coordination efforts, joint projects, and shared concerns. • Create relevant performance metrics as needed.
Funding Estimate:	None
Assigned To:	Fire Chief Hightower, Deputy Chief Loewer
Objective 5B:	**Establish Regular Communication Channels**
Timeframe:	Ongoing
Critical Tasks:	• Create regularly occurring meetings with key stakeholders from external agencies (neighboring fire departments, City departments) to discuss coordination efforts, joint projects, and shared concerns. Create relevant performance metrics as needed.
Funding Estimate:	• None
Assigned To:	• Fire Chief Hightower, Deputy Chief Loewer
Objective 5C:	**Enhance External Agency Evaluations**
Timeframe:	Ongoing
Critical Tasks:	• Conduct formal, annual reviews with identified external agencies. • Assess relevant performance metrics. • Create follow-up action plan processes as necessary to assign responsibilities and deadlines for completion.
Funding Estimate:	None
Assigned to:	Fire Chief Hightower, Deputy Chief Loewer

Performance Measurement

The core of strategic planning is the organizations mission, its values and its vision. The planning process generates a list of specific measureable objectives to be accountable for. For this reason, monitoring the progress of the strategic plan is a key component to the success of the organization. Specific strategies, actions, and improvement initiatives need to be incorporated into the operational activities to reach the goals. Measures of performance and strategic indicators will determine the progress the organization is making. One of the most beneficial aspects of performance measurement is the ability to identify problem areas and take corrective action if progress is not being achieved. Effective performance measurement is the compass that guides an organization in a direction that will produce meaningful results at every level of the process. Performance measures assigned to each strategic outcome demonstrate our willingness to be held accountable and enable us to effectively assess our progress.



A systemized technique widely known as Managing for Results (MFR) has been developed for tracking spending and activities of government in relation to the results they are trying to achieve. MFR is a way to plan, budget, manage and report what government is expected to accomplish.

The ideas behind MFR are:

- To identify the needs a government is trying to address.
- To develop an overall plan (mission, goals, objectives, and strategies) for addressing those needs.
- Create policies, programs, and services to meet those needs.
- Organize and implement budgeting, accounting, and management systems that support the strategies, goals, and objectives laid out in the overall plan.

- Develop and track costs and performance data that allow the government to gauge its progress in reaching its goals and objectives, and adjusting strategies, programs, policies, management systems, or budgets when necessary.

The Mount Dora Fire Department has integrated this process based on the following.

- Identifying strategic goals and objectives.
- Determine the resources needed to achieve the goals and objectives.
- Analyze and evaluate performance data to drive continuous improvements.

Conclusion

The ultimate purpose of The Strategic Plan is to provide a systematic process to help improve the way we provide services to our community. Through a unified commitment with the men and women who make up the Mount Dora Fire Department, the City Council, the City Manager and the community at-large, great progress can be accomplished as long as the process is kept dynamic.

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Release of Code Enforcement Lien for 1395 Johns Street

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Introduction:
Requesting a release of lien for the property located at 1395 Johns Street, owned by Rosiland Jones, under case E2023-0027, for a Carport installed without a permit.

Discussion:
The property at 1395 Johns Street, owned by Rosiland Jones, had a carport installed without a permit from the building department before the year 2023. This initiated a Stop Work Order from the Building Department in 2023. After consideration, the City allowed a permit to be pulled for the carport instead of demolishing the carport. Due to this change, code enforcement would like to release Rosiland Jones from the lien amount of $11,200.00.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
City Council to approve the release of lien for 1395 Johns Street.

Attachment(s):
1. 10.15.2024.Release of Lien-Order

Prepared by:	Catherine Hutcheson, CRA Administrative Coordinator	
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 10/3/2024
	Matthew Dodson, Budget Officer	Approved - 10/3/2024

Rita Meade, Finance Director	Approved - 10/3/2024
City Attorney, City Attorney	Approved - 10/9/2024
Jeanann Hand, City Clerk	Approved - 10/9/2024
Vince Sandersfeld, City Manager	Final Approval - 10/9/2024

Return this Instrument to:
City of Mount Dora, Office of City Manager
510 North Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 05-24-25-0003-000-03600
Alt. Key Number: 3883880

RELEASE OF LIEN AS TO CERTAIN REAL PROPERTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Judgment-Creditor City of Mount Dora **releases** the lien for the **below-described property** Code Enforcement Liens (Case No. 2023-0027) recorded in O.R. Book 6236, Page 102-104, Public Records of Lake County, Florida, which run against any real and personal property owned by Rosiland D. Jones, to wit:

Legal Description:
MOUNT DORA, ROBINSON'S PLAT LOT 4, 13, LOT 14--LESS S 31.3 FT--ALLEY BETWEEN LOTS 4 & 13 BLK D PB 3 PG 26 ORB 1531 PG 1278
Address: 1395 JOHNS STREET MOUNT DORA, FL 32757
Owner: ROSILAND D. JONES

This Release of Lien is executed for the sole purpose of releasing the above-described property, from those liens running in favor of City of Mount Dora, Florida as against Rosiland D. Jones. **This Release of Lien in no way releases, relinquishes or dismisses any other lien imposed against Rosiland D. Jones and all such liens shall continue to run against all other real and personal property owned by the above.**

IN WITNESS WHEREOF, City of Mount Dora, by its City Manager, has duly executed this Release of Lien as to Certain Property on the _____ day of _____, 2024.

CITY OF MOUNT DORA, Florida

_____
Crissy Stile, Mayor

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was sworn to and acknowledged before me by means of [ ] physical presence or [ ] online notarization of Crissy Stile, who personally swore or affirmed that he is authorized to execute this Affidavit, and who is personally known to me, this _____ day of _____, 2024.

_____
NOTARY PUBLIC, State of Florida

Return this Instrument to:
City of Mount Dora, Office of City Manager
510 North Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-2400-00D-00400
Alt. Key Number: 2910569

CERTIFIED - I hereby certify this is a true and accurate copy of the document filed in this office.
Office of the City Clerk of the City of Mount Dora, Florida

JOANNA HAND, CITY CLERK
Name & Title

Joanna Hand
Signature

10/30/23
Dated

IN AND FOR THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,

Petitioner,

v.

ROSILAND D. JONES,

Respondent.
_____/

CASE NO: 2023-0027
BUILDING DIVISION

ROSILAND D. JONES
P.O. BOX 1014
ZELLWOOD, FL 32798-1014

_____Respondent Present
_XX_Respondent Not Present
_____Represented by Counsel or Other
Name of Representative_____
Written Authorization Received_____
Relationship_____

INSTRUMENT #2023134352
OR BK 6236 PG 102 - 104 (3 PGS)
DATE: 11/1/2023 4:34:50 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $27.00

FINDING OF FACT/CONCLUSION OF LAW/ ORDER IMPOSING FINE

THIS CAUSE having come before the undersigned Magistrate for the City of Mount Dora on the 30th day of October, 2023, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof finds as a matter of fact that the above named Respondent was properly noticed of the subject proceeding and is found to have violated of the following City of Mount Dora Code(s):

> City of Mount Dora Code of Ordinances, Section 10-1, Florida Building Code Section 105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

Said violation(s) involve that property located at 1395 Johns Street, Mount Dora, Lake County, Florida **[Tax Parcel Identification #29-19-27-2400-00D-00400; Alt. Key # 2910569]** (Property).

Respondent is hereby ordered to bring the Property into compliance with the aforementioned City Code(s) by either a) applying for and obtaining the appropriate building permit(s) or b) removing the carport structure no later than 8:00 a.m., on the 29th day of January, 2024. Failure to comply by the date specified herein will result in the assessment of a civil penalty in the amount of $50.00, for each and every day thereafter that the violation remains.

RESPONDENT MUST CONTACT THE CODE ENFORCEMENT OFFICER LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENT CONTACTS:

Tannia Jett, Code Compliance Officer
510 N. Baker Street
Mount Dora, Florida 32757
Phone: (352) 735-7100 Ext. 1716

A Compliance Hearing related to this matter is scheduled for the regularly-scheduled date in February, 2024, and shall be held to determine Respondent(s) compliance with this Order. This public hearing will be held at:

Mount Dora City Hall
510 N. Baker Street
Mount Dora, Florida 32757

A notice with the date and time of the compliance hearing will be provided at a later date.

It shall be the responsibility of the Respondent to provide an interpreter if translation is required for any City of Mount Dora Code Enforcement Magistrate proceeding.

If you are a person with a disability who needs any accommodation in order to participate in any City of Mount Dora Code Enforcement Magistrate proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Merry Lovern (352-735-7100 ext. 1105 or lovernm@cityofmountdora.com), at least seven (7) days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days.

Any person wishing to appeal any decision made by the Magistrate with respect to any matter considered at such hearing will need a record of the proceeding, and for such purposes, 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.

IF THE RESPONDENT DOES NOT COMPLY WITHIN THE TIME SPECIFIED ABOVE THE FINE WILL BEGIN TO ACCRUE AND A COPY OF THIS ORDER AND AN ORDER RATIFYING THE CONTINUED VIOLATION SHALL BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ONCE RECORDED, SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY UPON WHICH THE VIOLATION EXISTS AND UPON ANY OTHER REAL AND/OR PERSONAL PROPERTY, OWNED BY RESPONDENT, UNTIL SUCH TIME AS SAID LIEN IS SATISFIED OR EXPIRES PURSUANT TO FLORIDA LAW.

In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees will be charged.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE CITY'S JURISDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO $500.00 PER DAY PER VIOLATION.

DONE AND ORDERED this 30th day of October, 2023.

CITY OF MOUNT DORA, FLORIDA

By: _____
David R. Bear,
Code Enforcement Magistrate

ATTEST:

_____
Tannia Jett
Code Compliance Officer

Copies To:
Code Compliance Division
Respondent Received Copy _____
Respondent Mailed Copy XX

INSTRUMENT#: 2023134352 OR BK 6236 PG 102 PAGES: 3 11/1/2023 4:34:50 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00

Return this Instrument to:
City of Mount Dora, Office of City Manager
510 North Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-2400-00D-00400
Alt. Key Number: 2910569

CERTIFIED - I hereby certify this is a true and accurate copy of the document filed in this office.
Office of the City Clerk of the City of Mount Dora, Florida
JOANNA HAND, CITY CLERK
Name & Title
Joanna Hand
Signature
10/30/23
Dated

IN AND FOR THE CITY OF MOUNT DORA,
LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,

Petitioner,

v.

ROSILAND D. JONES,

Respondent.
_____/

CASE NO: 2023-0027
BUILDING DIVISION

ROSILAND D. JONES
P.O. BOX 1014
ZELLWOOD, FL 32798-1014

_____Respondent Present
_XX_Respondent Not Present
_____Represented by Counsel or Other
Name of Representative_____
Written Authorization Received_____
Relationship_____

INSTRUMENT #2023134396
OR BK 6236 PG 220 - 222 (3 PGS)
DATE: 11/2/2023 8:34:54 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $27.00

FINDING OF FACT/CONCLUSION OF LAW/
ORDER IMPOSING FINE

THIS CAUSE having come before the undersigned Magistrate for the City of Mount Dora on the 30th day of October, 2023, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof finds as a matter of fact that the above named Respondent was properly noticed of the subject proceeding and is found to have violated of the following City of Mount Dora Code(s):

> City of Mount Dora Code of Ordinances, Section 10-1, Florida Building Code Section 105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

Said violation(s) involve that property located at 1395 Johns Street, Mount Dora, Lake County, Florida **[Tax Parcel Identification #29-19-27-2400-00D-00400; Alt. Key # 2910569]** (Property).

Respondent is hereby ordered to bring the Property into compliance with the aforementioned City Code(s) by either a) applying for and obtaining the appropriate building permit(s) or b) removing the carport structure no later than 8:00 a.m., on the 29th day of January, 2024. Failure to comply by the date specified herein will result in the assessment of a civil penalty in the amount of $50.00, for each and every day thereafter that the violation remains.

RESPONDENT MUST CONTACT THE CODE ENFORCEMENT OFFICER LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENT CONTACTS:

Tannia Jett, Code Compliance Officer
510 N. Baker Street
Mount Dora, Florida 32757
Phone: (352) 735-7100 Ext. 1716

A Compliance Hearing related to this matter is scheduled for the regularly-scheduled date in February, 2024, and shall be held to determine Respondent(s) compliance with this Order. This public hearing will be held at:

Mount Dora City Hall
510 N. Baker Street
Mount Dora, Florida 32757

A notice with the date and time of the compliance hearing will be provided at a later date.

It shall be the responsibility of the Respondent to provide an interpreter if translation is required for any City of Mount Dora Code Enforcement Magistrate proceeding.

If you are a person with a disability who needs any accommodation in order to participate in any City of Mount Dora Code Enforcement Magistrate proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Merry Lovern (352-735-7100 ext. 1105 or lovernm@cityofmountdora.com), at least seven (7) days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days.

Any person wishing to appeal any decision made by the Magistrate with respect to any matter considered at such hearing will need a record of the proceeding, and for such purposes, 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.

IF THE RESPONDENT DOES NOT COMPLY WITHIN THE TIME SPECIFIED ABOVE THE FINE WILL BEGIN TO ACCRUE AND A COPY OF THIS ORDER AND AN ORDER RATIFYING THE CONTINUED VIOLATION SHALL BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ONCE RECORDED, SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY UPON WHICH THE VIOLATION EXISTS AND UPON ANY OTHER REAL AND/OR PERSONAL PROPERTY, OWNED BY RESPONDENT, UNTIL SUCH TIME AS SAID LIEN IS SATISFIED OR EXPIRES PURSUANT TO FLORIDA LAW.

In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees will be charged.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE CITY'S JURISDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO $500.00 PER DAY PER VIOLATION.

DONE AND ORDERED this 30th day of October, 2023.

CITY OF MOUNT DORA, FLORIDA

By: _____
David R. Bear,
Code Enforcement Magistrate

ATTEST:

_____
Tannia Jett
Code Compliance Officer

Copies To:
Code Compliance Division
Respondent Received Copy ____
Respondent Mailed Copy XX

I certify that the foregoing is a true and accurate copy of the document as reflected in the Official Records. Portions may be redacted as required by law.
GARY J. COONEY, Clerk of the Circuit Court and Comptroller, Lake County, Florida
By_____, Deputy Clerk 11/1/2023 4:35:04 PM

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval First Reading of **Ordinance No. 2024-20** Northeast CRA Plan Update and Boundary Modification

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Introduction:
This is a request for City Council to approve the first reading of Ordinance No. 2024-20, Adoption of the Northeast Community Redevelopment Agency Redevelopment Plan of 2024, and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
The Northeast CRA of Mount Dora was created on August 15th, 1989 with the mission of removing slum and blight conditions within the boundary of the agency. The Agency will sunset on August 15, 2049. This Redevelopment Plan amendment accomplishes two goals. First, it cleans up the language concerning cultural and special events as CRAs are no longer allowed to fund those events. Secondly, this amendment includes a boundary modification. This modification adds 80.34 acres to the Northeast CRA Boundary. This property is known as the Simpson Groves South. It is bounded by the Northeast CRA on three sides and is contiguous to the agency boundary, making it eligible to be added after annexation.

The Northeast Community Redevelopment Agency retained Redevelopment Management Associates ("RMA") to prepare a Finding of Necessity Study to evaluate the proposed expansion of five parcels of land to the existing Northeast Community Redevelopment Area boundary, commonly known as Simpson Groves South (the "Study Area"). The RMA Finding of Necessity Study found the existence of slum and blight conditions in the Study Area, and these conditions meet the criteria for slum and blight pursuant to Fla. Stat. 163.340. The future developments

and subsequent Tax Increment Revenues will be used to fund projects outlined in the redevelopment plan, such as, but not limited to: the Community Resource & Recreation Center, programming and operation of the center, affordable housing programs, stormwater improvements, home repair grants, community beautification enhancements, and transit improvements.

July 2, 2024, the Northeast Community Redevelopment Agency approved Resolution No. 2024-09 to recommend modifying the existing boundaries of the Northeast Community Redevelopment Agency to add five parcels of land commonly known as Simpson Groves.

Budget Impact:
There is no budget impact by updating the Northeast CRA Redevelopment Plan. Future projects and improvements will be presented under separate action items through the City/CRA normal process.

Strategic Impact:
The redevelopment plan activities provide economic development opportunities and programs to address infrastructure, housing, beatification, and other redevelopment improvements and an extension is necessary to provide these benefits.

Recommendation:
City Council approve the First Reading of Ordinance No. 2024-20 Northeast CRA Plan Update and Boundary Modification and set the date for the final hearing.

Attachment(s):
1. Attachment 1.Business Impact Estimate Ord 2024-20 (2)
2. Attachment 2.Notice To Taxing Authorities -2024 Update County
3. Attachment 3 Lake County Letter10-8-2024
4. Ord 2024-20.CRA Expansion Ordinance No. 2024-20 with exhibits

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 10/3/2024
	Matthew Dodson, Budget Officer	Approved - 10/3/2024
	Rita Meade, Finance Director	Approved - 10/3/2024
	City Attorney, City Attorney	Approved - 10/8/2024
	Jeanann Hand, City Clerk	Approved - 10/8/2024
	Vince Sandersfeld, City Manager	Final Approval - 10/8/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-20

ORDINANCE TITLE: AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE MODIFICATION OF THE BOUNDARY OF THE AGENCY AND ADOPT AN AMENDED REDEVELOPMENT PLAN ENTITLED THE NORTHEAST COMMUNITY REDEVELOPMENT PLAN OF 2024; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: **Planning & Development**

MEETING DATE: **October 15, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2024-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE MODIFICATION OF THE BOUNDARY OF THE AGENCY AND ADOPT AN AMENDED REDEVELOPMENT PLAN ENTITLED THE NORTHEAST COMMUNITY REDEVELOPMENT PLAN OF 2024; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless,

[1] See Section 166.041(4)(c), Florida Statutes.

providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance will update the Redevelopment Plan for the Northeast Community Redevelopment Agency and modify the boundary of the agency. This will promote future redevelopment efforts to remove slum and blight conditions by creating new employment opportunities, new housing types, and new development.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):
N/A

CITY OF MOUNT DORA
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

CITY OF MOUNT DORA
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
NOTICE TO TAXING AUTHORITIES

VIA CERTIFIED/REGISTERED MAIL/RETURN RECEIPT REQUESTED

Ms. Jennifer Barker
County Manager
Lake County, Board of County Commissioners
315 W. Main St.
Tavares, FL 32778

September 9, 2024

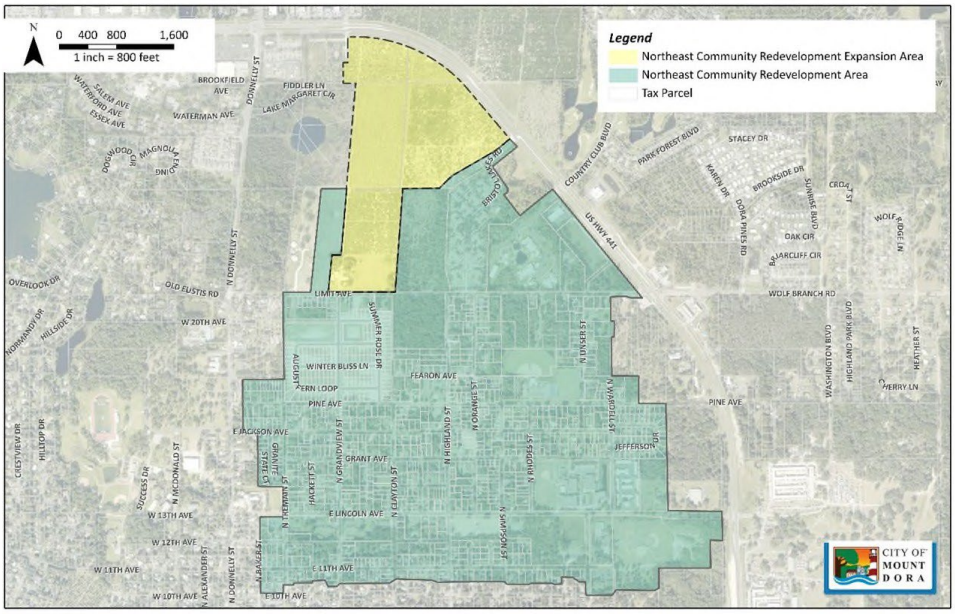
Pursuant to Sections 163.346 and 163.361, *Florida Statutes*, notice is hereby provided that on Tuesday, October 15, 2024 the City Council of the City of Mount Dora will consider Ordinance No. 2024-20 (first reading) for adoption expanding the boundary of the Mount Dora Northeast Community Redevelopment Agency and approving the Mount Dora Northeast Community Redevelopment Agency Updated Redevelopment Plan of 2024, which includes the Findings of Necessity Study (Findings of Necessity) and to modify the boundary for the Northeast Community Redevelopment Agency (CRA) to include parcels: 20-19-27-0002-000-01000 & 20-19-27-0003-000-01400 & 20-19-27-0002-000-05800 & 20-19-27-0003-000-01200 & 19-19-27-0600-00L-00000, as depicted on the attached map. The adoption of Ordinance No. 2024-20 is a prerequisite to the updating of and amending the community redevelopment plan and redevelopment trust fund to accommodate the implementation of tax increment financing for an expanded portion of the community redevelopment area. A copy of Ordinance No. 2024-20 is attached hereto.

In the event a person desires to obtain a copy of the Findings of Necessity and any related materials, she or he may obtain a copy from the Planning and Development Department, Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida 32757. The Public is encouraged to request copies of documents relating to this matter. Additionally, Ordinance No. 2024-20, the Findings of Necessity, and this Notice, have been published on the City of Mount Dora Web site: www.cityofMountDora.com. The Public is also encouraged to visit the City's Web site.

In accordance with the *Americans with Disabilities Act*, persons needing assistance in obtaining any information from the City should contact the City Clerk, Ms. Jeanann Hand, at (352) 735-7126.

If any person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

By: Vince Sandersfeld, City Manager
City of Mount Dora, Florida
510 North Baker Street
Mount Dora, FL 32757
T(352)735-7112
E : plandev@cityofmountdora.com



cc: Lake County School Board
201 West Burleigh Blvd.
Tavaras, FL 32778

Florida Department of Education
Office of the Commissioner
325 West Gaines Street
Tallahassee, FL 32399

Lake County Water Authority
315 W. Main Street
Tavares, FL 32778

North Lake Hospital District
c/o M. Meredith Kirste, Esq.
7928 U.S. Highway 441, Suite 3
Leesburg, FL 34788

St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

ATTACHMENT #3

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Board of County Commissioners
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778-7800

October 8, 2024

Mayor Crissy Stile
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

RE: The Expansion of the City of Mount Dora Northeast Community Redevelopment Agency

Dear Mayor Crissy Stile:

On behalf of the Board of County Commissioners, I am reaching out to you regarding concerns associated with the proposed expansion of the City of Mount Dora Northeast Community Redevelopment Agency ("CRA") boundary. The proposal is to include the following parcels, 20-19-27-0002-000-01000 & 20-19-27-0003-000-01400 & 20-19-27-0002-000-05800 & 20-19-27-0003-000-01200 & 19-19-27-0600-00L-00000 (the "Study Area" or the "Mount Dora Groves Property") the entirety of which is owned by the Mount Dora Groves Company, a land developer. The Board of County Commissioners is requesting that the City reconsider the findings of "slum" and "blight" conditions in the Study Area and decline to incorporate the Mount Dora Groves Property into the CRA.

As you are aware, the area has been recently annexed into the City of Mount Dora. Prior to the property being annexed, the County rezoned the parcel to Planned Unit Development (PUD) on December 6, 2022, to allow for:

- 783 Single-Family and Multi-Family Dwellings
- 150,000 SF of Employment Center (C-3) uses within the US 441 Major Commercial Corridor

Since the effective date of the rezoning, the developer has obtained site plan approvals from the County and has entered into an agreement with the County for the construction of a roundabout at Limit Avenue to accommodate not only traffic from this development, but to accommodate future traffic. Both the site plan approvals and the roundabout are required to meet all City standards. Further, physical development is underway as the Mount Dora Groves Property has been cleared, graded, and construction has started on infrastructure.

The Finding of Necessity Study summarizes slum and blight conditions allegedly observed in the Study Area without sufficient justification for the current state of the property. From a legal perspective "[t]he city may designate an area as a slum, but such designation does not make it a slum." *City of Jacksonville v. Moman*, 290 So. 2d 105, 107 (Fla. 1st DCA 1974). Further, the study goes on to state that the "observed conditions have had the demonstrated and regressive effect of discouraging private sector investment" while at the very same time a major private sector investment - the active development - is in process.

P 352-343-9850 • F 352-343-9495
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, *AICP, QEP*, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

The tax implications of including a non-slum, non-blighted area within a CRA are significant. The public purpose of allowing a county or municipality to designate CRA areas, cap assessed values for public service assessment purposes (including emergency services, fire services, and stormwater), and divert tax revenue to revitalization projects, is to truly offer help to the areas that really need it, not capture a large influx of revenue for a particular project within the CRA that the CRA itself cannot support. If the findings as to this area are not reconsidered, the decision has the potential to divert a large amount of public funding that is needed elsewhere.

> "A problem existed before the 2006 changes because the Community Redevelopment Act of 1969 gave a community redevelopment agency the ability to raise funds through tax-increment financing, tempting the agency to reestablish broad boundaries for its redevelopment area. By establishing a broad area, the agency could generate a large trust fund under *F.S.* 163.387 without public challenge." PUBLIC PURPOSE DOCTRINE, EDPP FL-CLE 3-1

The Board of County Commissioners would like to respectfully submit the above information and express its opposition to the findings considering the Study Area to be a "slum" or "blighted area," and to implore the City to reconsider the inclusion of this area into the CRA.

I look forward to working with the City of Mount Dora to make Lake County the best it can be. Please let me know if you have any questions or need any additional information.

Sincerely,

Kirby Smith

ORDINANCE NO. 2024-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE MODIFICATION OF THE BOUNDARY OF THE AGENCY AND ADOPT AN AMENDED REDEVELOPMENT PLAN ENTITLED THE NORTHEAST COMMUNITY REDEVELOPMENT PLAN OF 2024; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Florida Statutes, Chapter 163, Part III, local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist; and

WHEREAS, the Florida Legislature duly enacted Chapter 163, Part III, Florida Statutes establishing the conditions and procedures for the establishment and modification of community redevelopment areas and agencies, and finding that areas or portions thereof which are deteriorating or economically distressed could be revitalized and redeveloped in a manner that will vastly improve the economic and social conditions of the community; and

WHEREAS, on August 15, 1989, the City Council approved Resolution 89-19, which created the Northeast Community Redevelopment Agency, declaring findings of necessity; and

WHEREAS, the City Council of Mount Dora adopted Ordinance No. 546 on April 3, 1990, pursuant to the requirements of the Community Redevelopment Act of 1969, F.S. Section 163.330; and

WHEREAS, the City Council of Mount Dora enacted Ordinance No. 2010-08, on August 3, 2010, amending Ordinance No. 546 and adopting the Northeast Community Agency Redevelopment Plan 2010; and

WHEREAS, the City Council of Mount Dora enacted Ordinance No. 2020-11, on July, 21 2020, modifying the boundary of the agency and adopting the Northeast Community Agency Redevelopment Plan 2020; and

WHEREAS, the Northeast Community Redevelopment Agency is charged with redevelopment activities to sustain and enhance the commercial tax base and create revitalization programs, improve affordable housing and neighborhoods and develop commercial areas and commerce; and

WHEREAS, Northeast Community Redevelopment Agency is responsible for developing and implementing a Community Redevelopment Plan that addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as

identifies the types of projects planned for the area; and

WHEREAS, the Redevelopment Plan of 2020 includes a focus on redevelopment goals, objectives and policies, related to area economic development, connectivity, infrastructure improvements and affordable housing; and

WHEREAS, the Northeast Community Redevelopment Agency retained Redevelopment Management Associates ("RMA") to prepare a Finding of Necessity Study to evaluate the proposed expansion of the five parcels of land commonly known as Simpson Groves; and

WHEREAS, a copy of the RMA Finding of Necessity Study is attached hereto as Exhibit B; and

WHEREAS, the RMA Finding of Necessity Study found the existence of slum and blight conditions in the Study Area, and these conditions meet the criteria for slum and blight pursuant to Fla. Stat. 163.340; and

WHEREAS, on July 2, 2024, the Northeast Community Redevelopment Agency approved Resolution No. 2024-09 to recommend modifying the existing boundaries of the Northeast Community Redevelopment Agency to add five parcels of land commonly known as Simpson Groves with the legal descriptions attached hereto as Exhibit A (the "Study Area"); and

WHEREAS, the City Council of the City of Mount Dora finds that conditions of slum and blight exist in the Study Area and adopts the findings set forth in the RMA Finding of Necessity Study, and finds that the purposes of the Northeast Community Redevelopment Agency and the public health, safety, and welfare will be served by expanding the boundaries of the Northeast Community Redevelopment Agency to include the Study Area; and

WHEREAS, the City Council of the City of the City of Mount Dora hereby adopts and incorporates the RMA Finding of Necessity Study into the existing Northeast Community Redevelopment Plan as the Northeast Community Redevelopment Plan of 2024.

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

SECTION 1. Legislative Findings and Intent.

(a) The above recitals are hereby adopted by the City Council of the City of Mount Dora as its legislative findings and made a substantive part of this Ordinance.

(b) The City has taken all appropriate and required action necessary to the processing and approval of this Ordinance.

(c) The City of Mount Dora City Council has complied with all requirements and procedures of Florida Law in processing this Ordinance.

SECTION 2. Adoption of the Northeast Redevelopment Plan of 2024. Ordinance 546 is hereby amended to replace the Northeast Redevelopment Plan, in its entirety, with the Northeast Community Redevelopment Plan of 2024, attached hereto as Exhibit C and made a binding part hereof by this reference.

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

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the Northeast Community Redevelopment Agency, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. Non-Codification and Scrivener's Errors.

(a) This Ordinance shall be not codified into the City of Mount Dora Code of Ordinances or Land Development Code.

(b) Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 9. Effective Date. This Ordinance shall become effective when the annexation of the property is completed.

FIRST READING: **October 15th, 2024**

SECOND READING: _____

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this ___ day of _____ 2024.

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

ATTEST:

_____
JEANANN HAND
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA.

_____
Patrick Brackins
City Attorney

EXHIBIT "A"
Legal Descriptions

Parcel Number	Legal Description
201927000300001400	FROM SW COR OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT, N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, N 40-01-05 W ALONG SAID HWY 125 FT FOR POB, RUN S 49-59-25 W 466.05 FT, S 35-45-51 E 70.33 FT, S 49-59-25 W 37.12 FT, S 60-48-54 W 328.61 FT, S 46-20-30 W 72.53 FT TO N LINE OF SE 1/4 OF SW 1/4, S 89-55-0 W TO SW COR OF NE 1/4 OF SW 1/4, N ALONG SAID W LINE TO NW COR OF NE 1/4 OF SW 1/4, E ALONG SAID N LINE TO A POINT SW'LY R/W LINE OF US HWY 441, SE'LY ALONG SAID SW'LY R/W LINE OF US HWY 441 TO POB--LESS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04-15-18 EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46-20-30 EAST 219.78 FEET, NORTH 60-48-54 EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49-59-27 WEST 256.45 FEET, SOUTH 35-45-51 EAST 70.33 FEET, SOUTH 49-59-25 WEST 37.12 FEET, SOUTH 60-48-54 WEST 328.61 FEET, SOUTH 46-20-30 WEST 72.56 FEET, SOUTH 89-55-00 WEST 181.34 FEET TO THE POINT OF BEGINNING-- ORB 1205 PGS 646 651
201927000200001000	W 1/2 OF NW 1/4 LYING S OF HWY 441--LESS BEG AT W 1/4 COR RUN N 02-55-30 W ALONG W LINE OF NW 1/4 567.89 FT TO S R/W OF US HWY 441, RUN N 87-22-0 E ALONG SAID S R/W LINE 530 FT, THENCE DEPARTING

	SAID S R/W LINE RUN S 02-55-30 E 312.84 FT, S 87-22-0 W 60 FT, S 02-55-30 E 255.8 FT, S 87-27-30 W 470 FT TO POB--LESS LAKESIDE AT WATERMAN VILLAGE PB 76 PB 30-32--
201927000200005800	SE 1/4 OF NW 1/4 LYING SW'LY OF US HWY 441 ORB 1205 PGS 646 651
201927000300001200	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-00-00 EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT ST TO THE POINT OF BEGINNING--FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 06-13-21 EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89-43-31 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06-12-45 EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05-14-23 WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89-43-36 WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE

	SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06-12-45 WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89-43-46 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING-- DB 145 PGS 139 141
191927060000L00000	SUNSET HEIGHTS PB 3 PG 34 TRACTS L, N, AND THAT CERTAIN PLATTED RIGHT OF WAY LYING ADJACENT TO AND ALONG THE SOUTH BOUNDARY OF LOT N AND LYING ADJACENT TO AND ALONG THE NORTH BOUNDARY OF LOT L, BOUNDED ON THE EAST BY THE EAST BOUNDARY LINE OF SAID LOT N AND THE SOUTHERLY EXTENSION THEREOF, AND BOUNDED ON THE WEST BY THE WEST BOUNDARY LINE OF SAID LOT N AND THE SOUTHERLY EXTENSION THEREOF

EXHIBIT "B"
RMA Finding of Necessity Study

Mount Dora Community Redevelopment Agency (CRA)

Finding of Necessity Study for the Northeast CRA Expansion Area

Northeast Community Redevelopment Area

Prepared by Redevelopment Management Associates & SMNE, April 2024 & March 2022

CITY OF MOUNT DORA

RMA
REINVENTING YOUR CITY

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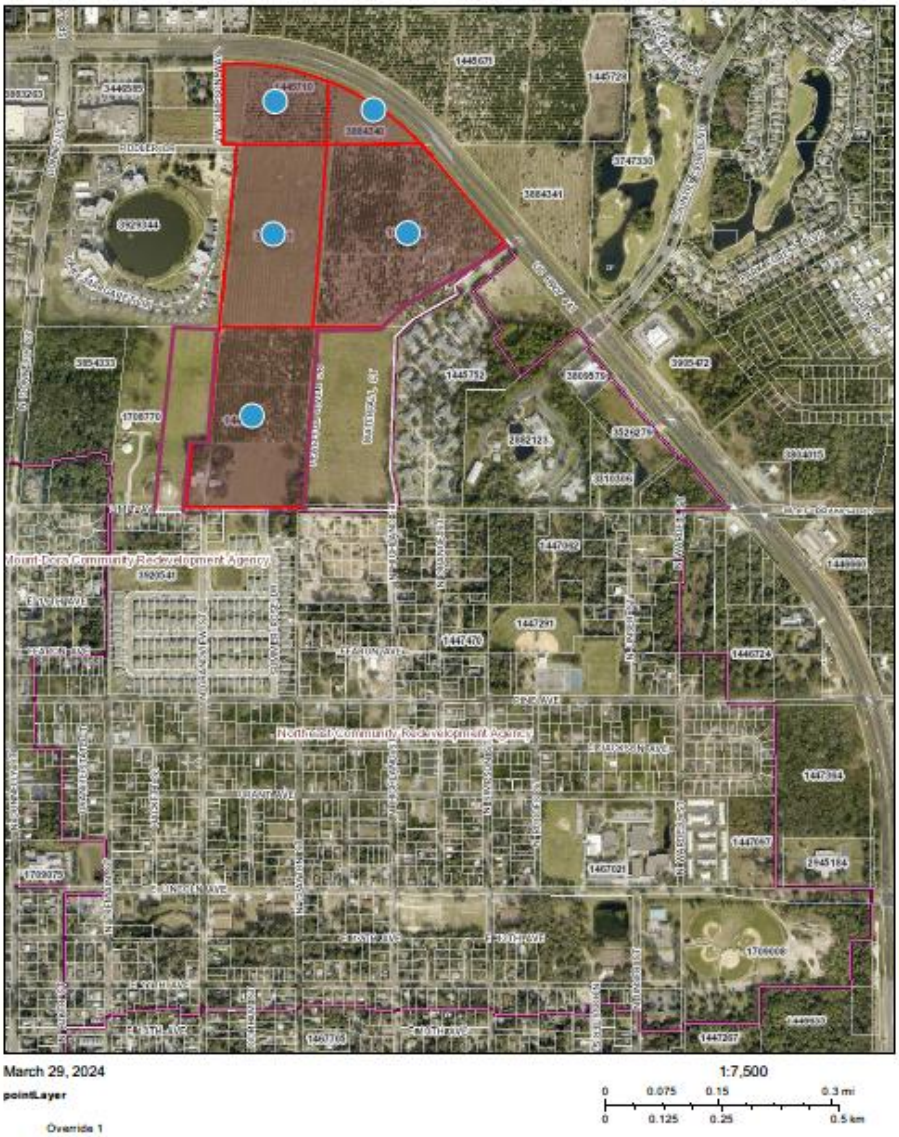
1.0 Introduction

This Finding of Necessity (FON) Study evaluates the conditions of the proposed expansion to the Mount Dora Northeast Community Redevelopment Area. The evaluation of the Study Area is to determine if conditions satisfy the definitions of "slum and blight" per Section 163.340(7), Florida Statutes and if the affected Study Area land can be added to Mount Dora's existing Northeast Community Redevelopment Area. The proposed expansion area is depicted below in **Figure 1,** which was annexed into the City of Mount Dora as of April 20, 2024.

Figure 1 Expansion Study Area



_____ Expansion Study Area
_____ Community Redevelopment Areas
Source: Lake County Property Appraiser, 2024

2.0 Study Area Boundaries

As shown in **Figure 1**, the Study Area for potential inclusion is located southwest of US Highway 441, east of the City's wastewater treatment facility pond, north of Limit Avenue, and northwest of Bristol Lakes Apartments (see AltKey 1445752 in **Figure 1**). The boundary of the existing Northeast Community Redevelopment Area is depicted on **Figure 1**'s map with the purple boundary, located generally south of the Study Area.

3.0 Historical Context

Mt. Dora's Northeast Community Redevelopment Agency was formally established on April 3, 1990, by the City of Mount Dora Ordinance 546. The primary objective of the Community Redevelopment Agency is to address and eliminate slum and blight conditions in the redevelopment area. The impetus for the creation of Mount Dora's Northeast Community Redevelopment Agency was the desire by residents to address a need to revitalize the community. The Northeast Community Redevelopment Area includes the Grandview Business District, a special sub-district within the CRA of concentrated commercial activity that has its own Visual Improvement Program. The Visual Improvement Program seeks to assist businesses located in the Community Redevelopment Area in meeting City code requirements and to improve the overall appearance of the commercial district.

The Northeast CRA contains two historic landmarks: the Witherspoon Lodge and the Milner-Rosenwald Academy. The Witherspoon Lodge was purchased by Masonic Lodge members of the Prince Hall Freemasonry branch in 1903. During the intervening decades, the Lodge has been utilized by the Mount Dora Community as a public school, a church sanctuary, a youth library, and a community center. Some of these initiatives were a response to the American period of racial segregation – the Witherspoon Lodge provided a public space available to Black community members who were unable to use other facilities in the City. Similarly, the Milner-Rosenwald Academy was established to provide a replacement school after the City's first Black school was burned down in 1922. The replacement school was the crowning success of Mamie Lee Gilbert and Lula Butler's efforts and utilized the support of Julius Rosenwald's philanthropy[1]. The Milner-Rosenwald Academy currently houses Head Start programming.

The vision of the future of Northeast Community Redevelopment Agency is to preserve history and revitalize or repurpose deteriorating community assets to better position the Northeast Community Redevelopment Area as an economically viable and socially vibrant place to live, work, and visit.

---

[1] [1] Julius Rosenwald (1862 – 1932) was a German-Jewish second-generation American businessman and philanthropist known for funding the construction of many K-12 schools, colleges, and community centers in the American South for Black students and families. Rosenwald also partially covered the litigation expenses for the historic Brown v. Board of Education Supreme Court case to end school segregation. He was a one-fourth owner and past Chairman of Sears, Roebuck and Co.

4.0 Purpose & Objectives

4.1 Redevelopment Area Expansion / Creation Procedures

4.1.1 Declaration and Process

The first step in assessing whether the Study Area meets the criteria for inclusion into the Mount Dora Northeast Community Redevelopment Area's borders is determining the presence of "slum and blight" conditions within the Study Area. A record of the documentation and analysis is provided in this *Finding of Necessity (FON) Study*.

This report describes the physical and economic conditions within the Study Area that are associated with blight or its causes and whether or not the Study Area qualifies for inclusion within the Northeast CRA. The authors of this study inspected the Study Area through an on-site field assessment, and conducted electronic, desktop, and GIS assessments of available data pertaining to the Study Area.

4.1.2 Adoption of Finding of Necessity (FON) Report ("Slum & Blight Study")

Under the Community Redevelopment Act, if an area is deemed blighted, a resolution must be adopted by the local governing body, or municipal subdivision, finding that blight conditions are present within the defined Study Area and that the repair, rehabilitation and/or the redevelopment of said areas are in the interest of public health, safety, and welfare. If an area has such blighted conditions, the governing body would be empowered to establish a Community Redevelopment Agency (CRA) or expand an existing Community Redevelopment Area to include the blighted area(s). After the *adoption of a Resolution* by the Mount Dora Northeast Community Redevelopment Agency acknowledging the documented conditions of blight and expanding the Northeast Community Redevelopment Area boundaries, the Mount Dora Council *will adopt an Ordinance formally acknowledging the expanded Northeast Community Redevelopment Area boundaries*.

The ordinance will also establish the taxable-value base-year for the calculation of tax-increment fund (TIF) revenue, the duration of the expansion area within the Northeast CRA, and also authorize the contribution of the TIF revenue collected from participating taxing authorities from the expanded area's participating parcels for placement in the Mount Dora Northeast Community Redevelopment Agency's Tax-Increment trust fund. The most recent real property certified tax roll, prior to the effective year of the ordinance, shall be used to establish the "base year." These taxable values within the expanded redevelopment area will be used to calculate the future tax increment. For the Mount Dora Northeast CRA, the assumed timetable to add the Study Area to existing CRA implies that the tax increment calculation will utilize the 2021 certified rolls for the proposed expansion area.

4.1.3 Redevelopment Plan Update

The Mount Dora City Council serves as the Community Redevelopment Agency's governing body. The Mount Dora Northeast Community Redevelopment Agency has authorized the subsequent preparation of the Community Redevelopment Plan update which will reflect and memorialize the Expansion Area's addition to the existing Northeast CRA's boundaries. The updated Northeast Community Redevelopment Plan's contents will include the expanded Redevelopment Area and identify potential programs and projects to address the specified conditions of "slum" and "blight" identified within the FON Study.

Prior to the City adopting any resolution or ordinance to approve an updated community redevelopment plan or establish a redevelopment trust fund, the governing body (Mount Dora's City Council) must provide public notice of the proposed actions to each of the taxing authorities that have the power to levy ad-valorem taxes within the Redevelopment Area. Such notices serve as an alert to these taxing authorities to any possible changes in their budgets that may occur as a result of the redevelopment action. As a policy matter, it is assumed that the following entities with ties and relationships to the City of Mount Dora government will receive notice of any actions arising from either the Finding of Necessity (FON) analysis or subsequent programs or initiatives should they be authorized under the terms of the Redevelopment Act:

- Lake County Board of County Commissioners
- Lake County Tax Collector
- St. Johns River Water Management District
- Lake County School District
- Lake County Property Appraisers Office

4.2 Criteria for Determining Slum and Blight

The Community Redevelopment Act establishes the criteria necessary to determine if an area of study is considered to be a "slum" or "blighted," sufficient to warrant the full application of the redevelopment powers conveyed by such a designation.

- *The determination* involves the layering of two tests. The test to determine slum is broadly conditional, and the test to determine blight is criteria specific. Both tests must conclude that the described conditions exist affirmatively.
- *An alternative for the blight test* involves a specific agreement among parties subject to a prospective trust fund agreement. Where such an agreement exists, the jurisdiction seeking to designate a redevelopment area will be allowed to pass a less rigorous test. This alternative relates to specific criteria as well, and it must conclude affirmatively.

4.2.1 Determining Tests

The tests for determination require that a study area identified as a "slum" or "blighted" area meet a certain number of criteria in the definitions in Section 163.340(7) or 163.340(8), F.S. respectively.

The test is for determining a "slum area," means "exhibiting one or more of the following factors" (Section 163.340(7), F.S.):

a. Inadequate provision for ventilation, light, air, sanitation, or open spaces;

b. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or

c. The existence of conditions that endanger life or property by fire or other causes.

To determine if a study area is a "blighted area," it needs be proven that the area must be one in which "two or more of the following factors are present" (Section 163.340(8), F.S.):

a. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
b. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
d. Unsanitary or unsafe conditions.
e. Deterioration of site or other improvements.
f. Inadequate and outdated building density patterns.
g. Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
h. Tax or special assessment delinquency exceeding the fair value of the land.
i. Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
j. Incidence of crime in the area higher than in the remainder of the county or municipality.
k. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
l. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
m. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
n. Governmentally owned property with adverse environmental conditions caused by a public or private entity.
o. A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

4.2.2 Alternative for the Blight Test

The Redevelopment Act also allows that a blighted area may be "any area in which at least one of the factors identified in paragraphs (a) through (o) of Section 163.340 (8), F.S. are present and all taxing authorities (as such term is defined in the Redevelopment Act) subject to Section 163.387 (2)(a), F.S. agree, either by interlocal agreement or agreements with the CRA or by resolution, that the area is blighted."

4.2.2.1 "Slum Area"

Slum Area conditions are determined through the identification of quality-of-life, population demographic, and physical safety challenges that pose threats to human life. As a citrus grove and processing facility dominates the landscape, nearly all the Study Area is comprised of privately owned land that prohibits public access or use. The unsecured citrus processing facility and equipment are in stages of deterioration, posing a danger to humans that may enter or pass through the property. The potential impact of the long-term use of fertilizers, pesticides and herbicides upon the Study Area and surrounding residents has not been fully examined. In addition, the Study Area's comprehensive lack of sidewalks or pedestrian accommodations places every pedestrian traveling in the area into potentially dangerous situation from interactions with automobiles along roadways that border the Study Area. Directly north of the Study Area is a commercial center and directly south of the Study Area is multifamily housing and single-family housing projects, therefore increasing the likelihood of pedestrian passage through and around the Study Area and interactions with the former grove site. Although the Study Area property is private property and

marked with "no trespassing" signs, observations during the site visit revealed historic evidence of pedestrian travel through the private property. Traveling through the interior of the private property allows pedestrians to minimize the potential dangers of walking through the right-of-way and stormwater swales on the edges of the Study Area, however travelling across the site provides opportunities to interact and disturb former planting areas. Further detail regarding the Study Area's observed slum conditions is found in **5.0 Slum & Blight Conditions Observed**.

4.2.2.2 "Blighted Area"

Blighted Area conditions are determined through the identification of physical structure deterioration, significant economic devaluation activity, transportation infrastructure inadequacy, outdated development patterns, and unsanitary or unsafe conditions. The Study Area is comprised of five (5) parcels lacking inner roadways, demonstrating inadequate street layout and faulty lot layout. One of these parcels is over 27 acres with only the US Highway 441 roadway to the east as a method of travel to areas beyond the lot. Such a large-sized land parcel may challenge redevelopment efforts as it requires significant financial investment to pursue a land redevelopment project of that size. The dilapidated and deteriorating citrus processing facility and equipment conditions evaluated in the Slum Area summary also satisfy the Blight Area's conditions of "unsanitary or unsafe" and "deterioration of site". As this processing plant and a residential structure are the only buildings in the Study Area, the inadequate building density pattern challenge is demonstrated when compared to adjacent parcels. Further detail regarding the Study Area's observed blight conditions is found in **5.0 Slum & Blight Conditions Observed**.

5.0 Slum & Blight Conditions Observed

Observed slum and blight conditions were gathered through on-site inspections of the Study Area, interviews with the CRA and City staff, desktop evaluations of available data sets and a review of the changes in tax valuations (based on Lake County Property Appraiser data). Evaluation of the Study Area's condition is with respect to the physical resources and built environment that determine the ability of the City to manage the Study Area's economic positioning and responsiveness. As physical conditions decline within, the local jurisdiction faces significant challenges in maintaining their ability to be competitive within the economic development market attracting and maintaining private investment. Over time, deterioration of one area impacts the City's overall financial condition and level of services it is able to provide to all residents, visitors, and users. Local governments that are highly dependent upon ad-valorem tax revenues are the most vulnerable in these situations. Real property assets that are physically or functionally deteriorated or that do not meet today's contemporary development requirements are limited in their ability to generate their full potential (ad-valorem) of taxes. The physical character and utility of these real property assets, along with the services required to sustain them, are key factors in determining a community's economic

health. The following sections summarize and assess slum and blight conditions determined to be present within the Study Area (the proposed expansion area).

5.1 Conditions of Slum Observed

5.1.1 Inadequate provision for ventilation, light, air, sanitation, or open spaces

The provision of open spaces intends to evaluate the presence of open spaces that are available for public or semi-public use. Although the land within the Study Area is mostly vacant of building structures, it is privately owned for commercial use with explicit signage prohibiting public entry. Therefore, the Area lacks public provision of open spaces (public) and the ability to apply public sanitation controls.

5.1.2 Conditions that endanger life or property by fire or other causes

The endangerment of life or property by fire or other causes is evidenced by the deterioration of the citrus processing facility structure and equipment as well as the forced pathway for pedestrians to travel along a major roadway. The citrus processing facility was built in 1972 and some of its exterior deterioration was apparent during the site visit. However, further inspection of the interiors in the cluster of buildings was not possible due to prohibition of entry onto the site. As the processing buildings, abandoned trucks and associated equipment are unsecured, they pose a danger to people that enter the site buildings and grove, with or without permission.

The Study Area has been utilized as an agricultural facility (citrus grove and processing) since 1929. The potential impact of the long-term use of fertilizers, pesticides, herbicides and farm equipment refueling in the Study Area has not been fully examined.

Due to the private ownership and prohibition of public entry and passage through the site, pedestrians and cyclists are only able to travel via US Highway 441 which does not have bicycle and pedestrian travel paths. In contrast, the residential and commercial areas directly north and south of the Study Area provide sidewalks, however these are outside of the Study Area. Survey of trees lining the outer edges of the property along US Highway 441 suggests that pedestrians frequently (although illegally) pass through the interior of the Study Area to travel north and south. Trash, food and beverage containers are discarded underneath trees along the property's edges.

5.2 Conditions of Blight Observed

5.2.1 Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities

Defective or inadequate street layout is determined by the size and arrangement of transportation infrastructure and supporting facilities. As summarized in **4.2.2.2 "Blight Area"**, the lots in the Study Area are of substantial size that redevelopment efforts would be a challenge for investors lacking significant financial resources. The previous uses of the lots were commercial agriculture: active and abandoned citrus groves. Three (3) of the five (5) lots are over 18 acres in size. To be developed these parcels will require additional steps in the entitlement and planning process (i.e., land use amendment, rezoning, preliminary site planning, subdivision planning, platting, and site development permitting). These additional requisite steps towards development, partly due to the lots' layout, size and lack of roadway network, increase the cost and time for development to occur and discourage development activity.

The observed defective street layout, parking facilities, roadways and bridges or public transportation facilities
within the Study Area satisfy the definition for a condition of "blight."

5.2.2 Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions

Appreciable increase in real property values is determined through the calculation of taxable value changes for the Study Area in the past five (5) years compared to the changes in taxable value of the City or County within the same period. The calculation of change between certified taxable values during Fiscal Years (FY) 2017 and 2022 indicated an **8.78% decrease in the Study Area**'s taxable value and a **44.27% increase in the City of Mount Dora**'s taxable values. The opposing directions of growth and loss in value speak to the presence of blight within the Study Area.

The observed declining taxable value of real property within the Study Area satisfies the definition for a condition of "blight."

5.2.3 Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

Lot layouts are classified as faulty if their sizes, adequacy, accessibility from roadways, or usefulness serve as a deterrent to successful redevelopment activity. Size and accessibility are the primary challenges identified within the Study Area lots. As summarized in **5.2.1**, more than half of the lots are greater than 18 acres in size and have extremely limited access from nearby roadways.

The observed faulty lot layout conditions within the Study Area satisfy the definition for a condition of "blight."

5.2.4 Unsanitary or unsafe conditions

Unsanitary or unsafe conditions are conditions related to the site and its improvements that can endanger life. Observed conditions of unsanitary or unsafe conditions within the Northeast FON Study Area are presented, as summarized in **5.1 Conditions of Slum Observed**. The hazardous conditions, creating both slum and blight, are a result of the deterioration of the citrus processing facility building structure and the processing site equipment.

The Study Area has been utilized as an agricultural facility (citrus grove and processing) since 1929. The potential impact of the long-term use of fertilizers, pesticides, herbicides and farm equipment refueling in the Study Area has not been fully examined.

According to Lake County Property Appraiser's Office records the initial equipment barn was built in 1929. The other equipment buildings were built in 1949, 1951, 1968 and 1978. These buildings have far exceeded their useful lifespans and are in a dilapidate state of disrepair. The site is unsecured, the dilapidated structures and conditions pose physical danger to those on the site.

The observed unsanitary or unsafe conditions within the Study Area satisfy the definition for a condition of "blight."

5.2.5 Deterioration of site or other improvements

The deterioration of the site or other improvements is primarily determined by the physical conditions of buildings or site improvements, including their evaluated useful lives. As summarized in **5.2.4,** the citrus processing facility's main building and other site improvements (the accessory equipment buildings) have exceeded their lifespan and physical deterioration is conspicuous from external evaluation.

The observed deterioration of site or other improvements within the Study Area satisfy the definition for a condition of "blight."

5.2.6 Inadequate and outdated building density patterns

The Study Area contains a single cluster of building structures comprising over 9,400 square feet of equipment barns and 720 square feet of office space located on over 80.79 acres. The extremely sparse density pattern was appropriate many years ago during the City's agrarian past and less urbanized history. The development density pattern is outdated in the current period. Development surrounding the Study Area on all sides contains substantial recent residential and commercial projects of significantly higher development density and intensity.

Adjacent residential development is on an approximately 21-acre tract, which includes 252 apartments located within 14 apartment buildings with over 254,395 square feet of living area. The residential density is approximately 12 dwelling units per acre. There is an additional residential development, phase 2 of Bristol Lakes Apartments being constructed as of April 2024 adjacent to the Study Area on the southeast corner, with 300 units, see image to the left.

The observed inadequate and outdated building pattern within the Study Area satisfies the definition for a condition of "blight."

6.0 Summary of Study Area Conditions (per Florida Statutes)

The Study Area's existing conditions include examples of "slum" and "blight" as defined by Florida Statutes. A field visit, public records research and analysis of GIS data of the Study Area revealed the following conditions of slum and blight within the CRA expansion Study Area:

Slum Conditions:

(1) An inadequate provision for ventilation, light, air, sanitation, or open spaces

(2) The existence of conditions that endanger life or property by fire or other causes

Blight Conditions:

(1) The predominance of defective or inadequate street layout, parking Facilities, roadways, bridges, or public transportation facilities.

(2) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of necessities.

(3) Fault lot layout in relation to size, adequacy, accessibility, or usefulness.

(4) Unsanitary or unsafe conditions.

(5) Deterioration of site or other improvements

(6) Inadequate and outdated building density patterns.

These observed conditions have had the demonstrated and regressive effect of discouraging private sector investment and depressing taxable values in a major commercial area that should have seen increases in value when compared to the City as a whole. This lack of private sector investment, declining taxable values, coupled with other observed conditions of blight has had a deleterious effect on the economic development activity and redevelopment activity within the Study Area. The presence of these conditions within the Study Area qualifies its parcels for inclusion within the Northeast Community Redevelopment Area.

7.0 Conclusion of Determining Tests

The findings of the evaluation of the Study Area satisfy the two tests to determine if an area is qualified for inclusion in a Community Redevelopment Area.

Slum Area Test
The evaluation identified the presence of "slum" conditions that endanger life or property by fire or other causes due to fire and travel safety hazards in the area. These findings satisfy the test to determine a slum area.

Blighted Area Test
The evaluation also identified the presence of six (6) conditions of "blight" as defined by Florida Statutes. These include:

(1) The predominance of defective or inadequate street layout, parking Facilities, roadways, bridges, or public transportation facilities.

(2) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of necessities.

(3) Fault lot layout in relation to size, adequacy, accessibility, or usefulness.

(4) Unsanitary or unsafe conditions.

(5) Deterioration of site or other improvements

(6) Inadequate and outdated building density patterns.

8.0 Legal Description

The following narrative summarizes the parcels contained within the proposed CRA expansion area and their associated legal descriptions. Taken in total, the following narrative comprises all the individual parcels' legal descriptions for the proposed expansion area. Please note that this does not constitute an official survey legal description of the proposed expansion area boundaries as may be prepared by a licensed surveyor but represents a summary of the individual TIF-Contributing participating parcels' legal descriptions as provided by the Lake County Property Appraiser's Office and used verbatim.

Parcel Number	LEGAL DESCRIPTION
201927000300001400	FROM SW COR OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT, N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, N 40-01-05 W ALONG SAID HWY 125 FT FOR POB, RUN S 49-59-25 W 466.05 FT, S 35-45-51 E 70.33 FT, S 49-59-25 W 37.12 FT, S 60-48-54 W 328.61 FT, S 46-20-30 W 72.53 FT TO N LINE OF SE 1/4 OF SW 1/4, S 89-55-0 W TO SW COR OF NE 1/4 OF SW 1/4, N ALONG SAID W LINE TO NW COR OF NE 1/4 OF SW 1/4, E ALONG SAID N LINE TO A POINT SW'LY R/W LINE OF US HWY 441, SE'LY ALONG SAID SW'LY R/W LINE OF US HWY 441 TO POB--LESS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04-15-18 EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46-20-30 EAST 219.78 FEET, NORTH 60-48-54 EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49-59-27 WEST 256.45 FEET, SOUTH 35-45-51 EAST 70.33 FEET, SOUTH 49-59-25 WEST 37.12 FEET, SOUTH 60-48-54 WEST 328.61 FEET, SOUTH 46-20-30 WEST 72.56 FEET, SOUTH 89-55-00 WEST 181.34 FEET TO THE POINT OF BEGINNING-- ORB 1205 PGS 646 651
201927000200001000	W 1/2 OF NW 1/4 LYING S OF HWY 441--LESS BEG AT W 1/4 COR RUN N 02-55-30 W ALONG W LINE OF NW 1/4 567.89 FT TO S R/W OF US HWY 441, RUN N 87-22-0 E ALONG SAID S R/W LINE 530 FT, THENCE DEPARTING SAID S R/W LINE RUN S 02-55-30 E 312.84 FT, S 87-22-0 W 60 FT, S 02-55-30 E 255.8 FT, S 87-27-30 W 470 FT TO POB--LESS LAKESIDE AT WATERMAN VILLAGE PB 76 PB 30-32--
201927000200005800	SE 1/4 OF NW 1/4 LYING SW'LY OF US HWY 441 ORB 1205 PGS 646 651

201927000300001200	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-00-00 EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT ST TO THE POINT OF BEGINNING--FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 06-13-21 EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89-43-31 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06-12-45 EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05-14-23 WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89-43-36 WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06-12-45 WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89-43-46 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING-- DB 145 PGS 139 141
191927060000L00000	SUNSET HEIGHTS TRACTS L & N PB 3 PG 34

9.0 Matrix of Slum & Blight Conditions

Florida Statute Reference & Definition	Observation of Conditions		
	Observed	Not Observed	Suspected
"Slum Area"			
(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces	X		
(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code		X	
(c) The existence of conditions that endanger life or property by fire or other causes	X		
"Blighted Area"			
(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.	X		
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions	X		
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	X		
(d) Unsanitary or unsafe conditions	X		
(e) Deterioration of site or other improvements	X		
(f) Inadequate and outdated building density patterns	X		
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality			X
(h) Tax or special assessment delinquency exceeding the fair value of the land		X	
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality		X	
(j) Incidence of crime in the area higher than in the remainder of the county or municipality		X	
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality		X	

(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality		X
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area	X	
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity	X	
(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized	X	

EXHIBIT "C"
Northeast Community Development Plan of 2024

EXHIBIT "C"

City of Mount Dora

Northeast Community Redevelopment Agency Redevelopment Plan of 2024

(Mount Dora Community Resource & Recreation Centering Renderings)

CITY OF MOUNT DORA
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

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Executive Summary

This Northeast Community Redevelopment Agency (CRA) Redevelopment Plan will serve as a road map and provide guidance for implementation of redevelopment strategies in the Northeast CRA area. These redevelopment strategies are about driving revitalization by improving economic conditions and quality of life. Every community has a different investment threshold based on the influence of the five key economic development drivers Land, Labor, Markets, Capital, and Regulation.

A market study of the Northeast CRA area was completed and an analysis of demographics, existing businesses, potential for new businesses, recreational facilities, and consumer trends were highlighted. Recommendations and implementation strategies were determined to enhance the community's brand and events. Stakeholder input was collected through online surveys, one-on-one meetings, and multiple public workshops. Throughout the public input process, Northeast CRA residents expressed the need for neighborhood improvements to housing, infrastructure, and recreational assets. These neighborhood improvements align with the Northeast CRA Advisory Boards priority areas of affordable housing, stormwater upgrades, and new community recreation center.

The Northeast CRA Plan provides recommended strategies and initiatives to revitalize the area, provide for business retention and expansion, and market the uniqueness of the Mount Dora Northeast area. The goal of the revitalization is to bring a new and improved dimension of the quality of life offered by the area, which directly influences new development and jobs in the area.

As part of this plan, RMA evaluated potential funding sources besides TIF, such as public private partnerships and other sources, which are included in the plan. Additionally, the potential impacts of future redevelopment on the residential neighborhoods in the redevelopment areas is discussed. These include relocation of displaced businesses and residents, traffic circulation, the availability of community facilities and services, and the effect on schools.

Plan Approach

The redevelopment goals for this plan, which are intended to reduce and eliminate the blight conditions that exist in the redevelopment area, is organized in five sections to drive the increment revenue necessary for plan implementation.

Economic Development

- Goal #1: Establish a multi-purpose Community/Recreation Center in the Northeast CRA
- Goal #2: Incorporate job training events as critical components of Economic Development
- Goal #3: Reposition the Northeast CRA market through branding, marketing, and wayfinding initiatives to recruit targeted uses/industries, retain businesses and improve quality of life
- Goal #4: Create workforce programs, job training programs, and partner with local Northeast CRA businesses to establish job training program for Northeast CRA residents
- Goal #5: Create a thriving Grandview Business District through public-private partnerships to encourage quality retail, restaurant, housing, and community facilities

Connectivity

- Goal #1: Improve pedestrian and bicyclist connectivity
- Goal #2: Enhance existing school, park, and trail connectivity
- Goal #3: Incorporate traffic management elements for pedestrian safety
- Goal #4: Improve transit amenities and connectivity along bus route
- Goal #5: Incorporate the Mount Dora Trails Master Plan

Infrastructure

- Goal #1: Coordinate roadway, sidewalk, landscaping, infrastructure, open space and community enhancement improvements
- Goal #2: Stormwater Improvements

Neighborhoods

- Goal #1: Work with the private sector to create a "healthy mix" of affordable, workforce, and market rate housing
- Goal #2: Work with local, state, and federal entities and their affordable housing partners to encourage development of affordable and workforce housing
- Goal #3: Create Life Safety program for owner-occupied housing
- Goal #4: Partner with non-profit organization that offers first time home buyer education
- Goal #5: Increase Northeast Community Policing efforts

Redevelopment Support

- Goal #1: Encourage and support redevelopment-friendly land use regulations in the CRA
- Goal #2: Use powers of borrowing and land acquisition & disposition to further redevelopment goals and initiatives
- Goal #3: Provide economic incentives and other support for projects that further redevelopment goals and initiatives
- Goal #4: Identify and pursue resources for successful implementation of CRA plan initiatives

Opportunity

There are specific catalytic projects and programming the Northeast Community Redevelopment Agency can collaborate on and support to reposition the area for investment and revitalization.

1. ***Dora Landings:*** Dora Landings is a market rate residential development with 129 homes. This project is noteworthy given the number of new residents it will bring to the Northeast CRA area. Its proximity to the Grandview Business District and neighborhood recreational parks and facilities enhance the quality of life. The proximity to downtown Mount Dora shopping, dining, and employment is another important quality of life factor.

2. ***Strategic Sites:*** The Northeast CRA should work with key property owners to facilitate investment and redevelopment or expansion of their properties. Certain parcels may require rezoning to allow new use, higher density, or a mix of uses.

3. ***Public Private Partnerships (P3):*** The most significant and immediate opportunity to influence economic development activities within the Northeast CRA is to partner with existing land owners and developers. Developers have already identified opportunity for residential development in the Northeast CRA. Having families with increasing incomes will support new commercial development. As the neighborhood expands there is an opportunity to utilize city owned land in partnership with private land owners.

4. ***Image and Identity***: The CRA should immediately embark on an effort to reposition the Northeast CRA area's image in the minds of customers and potential investors. This effort should capitalize on location and the assets (such as food) that are identified in this plan with a focus on business attraction, retention and expansion. This effort should work in partnership and be consistent with other regional efforts while also maintaining a unique Northeast CRA brand. The Northeast CRA has already began branding the historic Grandview business district with a pole banner campaign that highlights residents and business owners.

5. ***Transit Oriented Development:*** The Northeast CRA should prioritize on low scale medium density Transit Oriented Development (TOD) in the corridor, especially at the locations along N Grandview St, N Highland St, Limit Ave (becomes Wolf Branch Rd east of US Highway 441), and US Highway 441that have opportunity for development and which connect to Downtown Mount Dora (south along N Grandview St and N Highland St, and north to Limit Ave), Tavares (west along Limit Ave and east to US Highway 441), Sorrento (east along Limit Ave), and Orlando (south along US Highway 441).

6. ***Wolf Branch Innovation District:*** The Northeast CRA has an opportunity to capitalize on the development of the Wolf Branch Innovation District. With a new student population in Lake-Sumter State College, new businesses, and multifamily units entering the market will all positively influence regional economic growth. The completion of the Wolf Branch Innovation District will positively affect the regional Lake County market demand. In the Northeast CRA, Dora Landings will provide new housing opportunities and increase density. Partnerships are a critical piece of implementing this plan. This includes partnerships with the local stakeholders and destinations as well as with surrounding and nearby attractions and other organizations. The Northeast CRA should create strong partnerships with potential high employers coming to the Wolf Branch Innovation District and Lake-Sumter State College.

7. ***Implementation***: The Northeast CRA should prioritize acquiring the resources that will enable implementation of this plan and provide the Northeast CRA with the ability to respond to opportunities as they arise.

8. ***Grandview Business District:*** Retail and restaurant market potential will be driven by branding of the Grandview Business District and realization of residential market potential. Residential development can drive the need for new office space, especially to serve locally generated employment and entrepreneurship. How a place looks and feels sends a strong message and first impression to potential investors whether they are new residents, businesses, entrepreneurs, real estate brokers or anyone else looking to become a stakeholder in the area.

9. ***Community Identity:*** Targeted wayfinding and signage programs are also important factors when creating a sense of place. Wayfinding should be easy to read and should highlight all the major destinations that a visitor to Northeast CRA might want to find. This signage approach also includes attractive gateway signs that are consistent with the brand identity of the area as well as external signage which targets and direct people to the assets and destinations in the district.

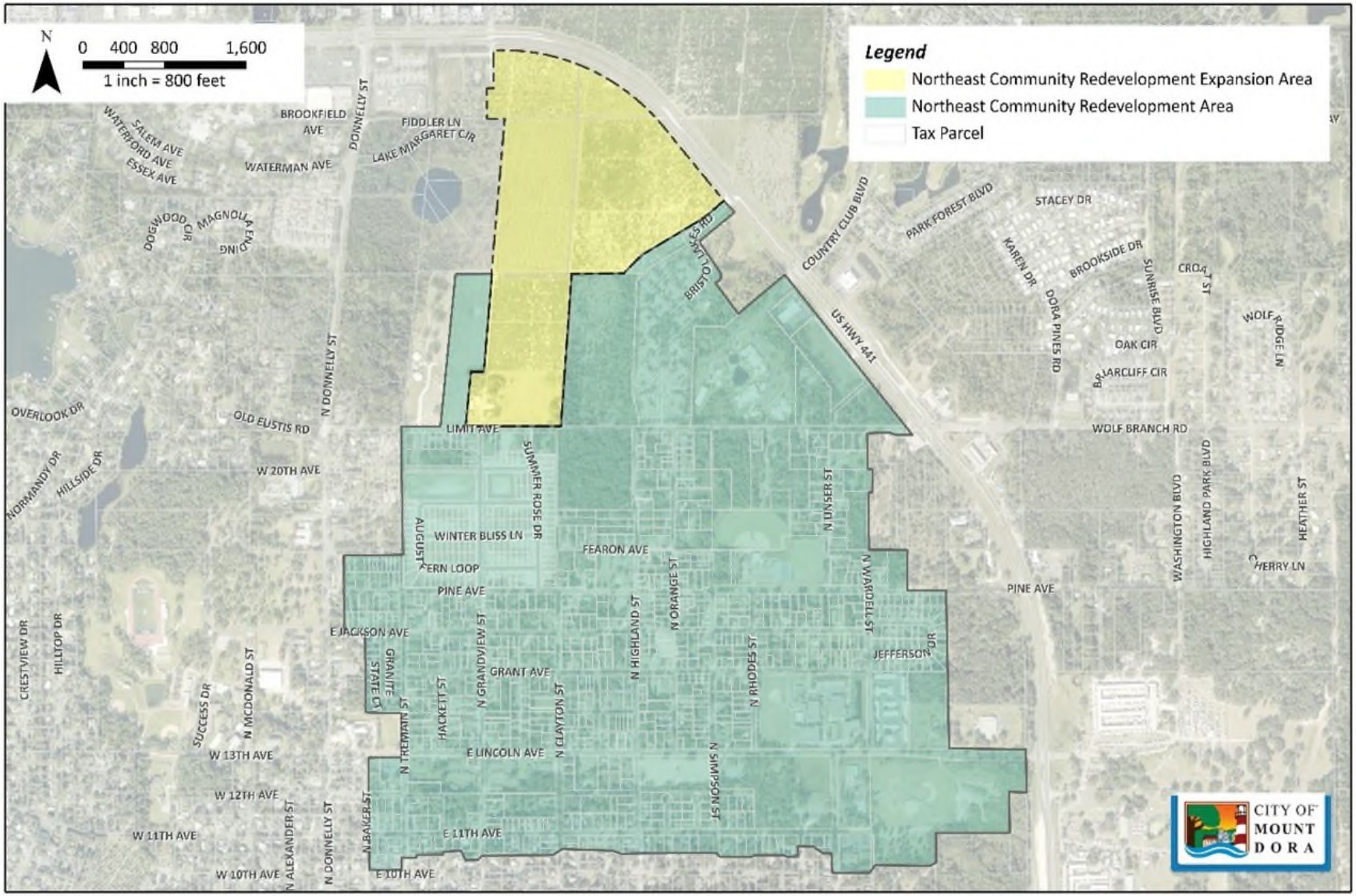
Conclusion

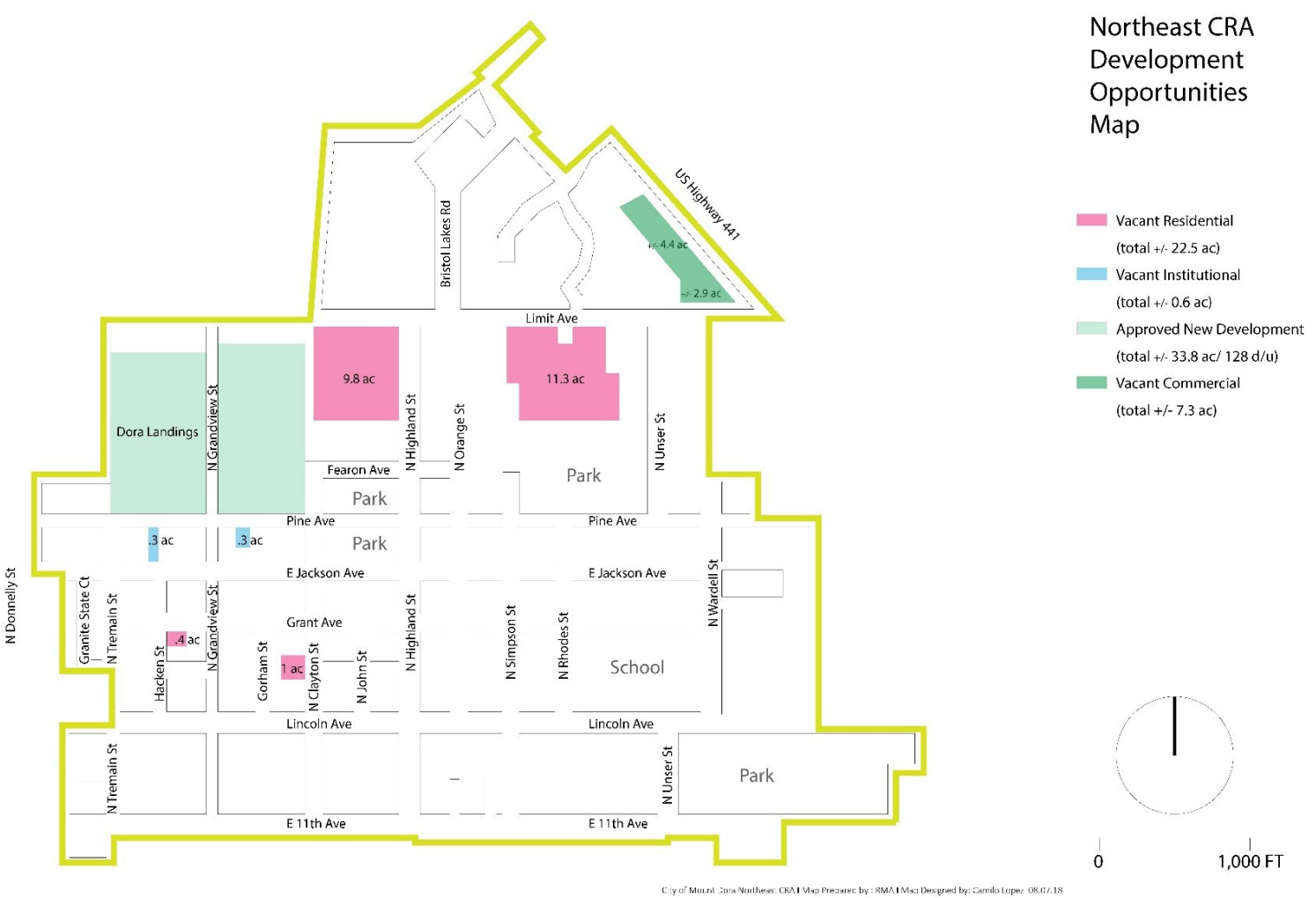
Successful redevelopment is accomplished through the generation of Tax Increment Revenue, which is then reinvested into the area through the implementation of the Redevelopment Plan. The Redevelopment Plan should identify initiatives that will foster economic development which drives the growth of Tax Increment Revenue. This plan outlines objectives and provides implementation steps that will drive successful redevelopment and generation of increment revenue. Additionally, it identifies resources that are knowledge based, relationship based, and financial, which are important elements of successful implementation. Finally, it also includes a discussion on exit strategies and measures, so that the Northeast CRA can track progress toward the redevelopment goals.

Amendment to CRA Plan

The Northeast CRA established on August 15, 1989 by Resolution 89-19 is amending the CRA Plan and amends the boundary of the Agency. This amendment to the Plan is allowed in FS 163, and was adopted by the City Council on_____, by Ordinance 2024-07. The maximum life of the redevelopment agency will end at the 60 year mark as defined by State Statutes, which will mean the Northeast CRA shall sunset on August 15, 2049.

Northeast CRA MAP





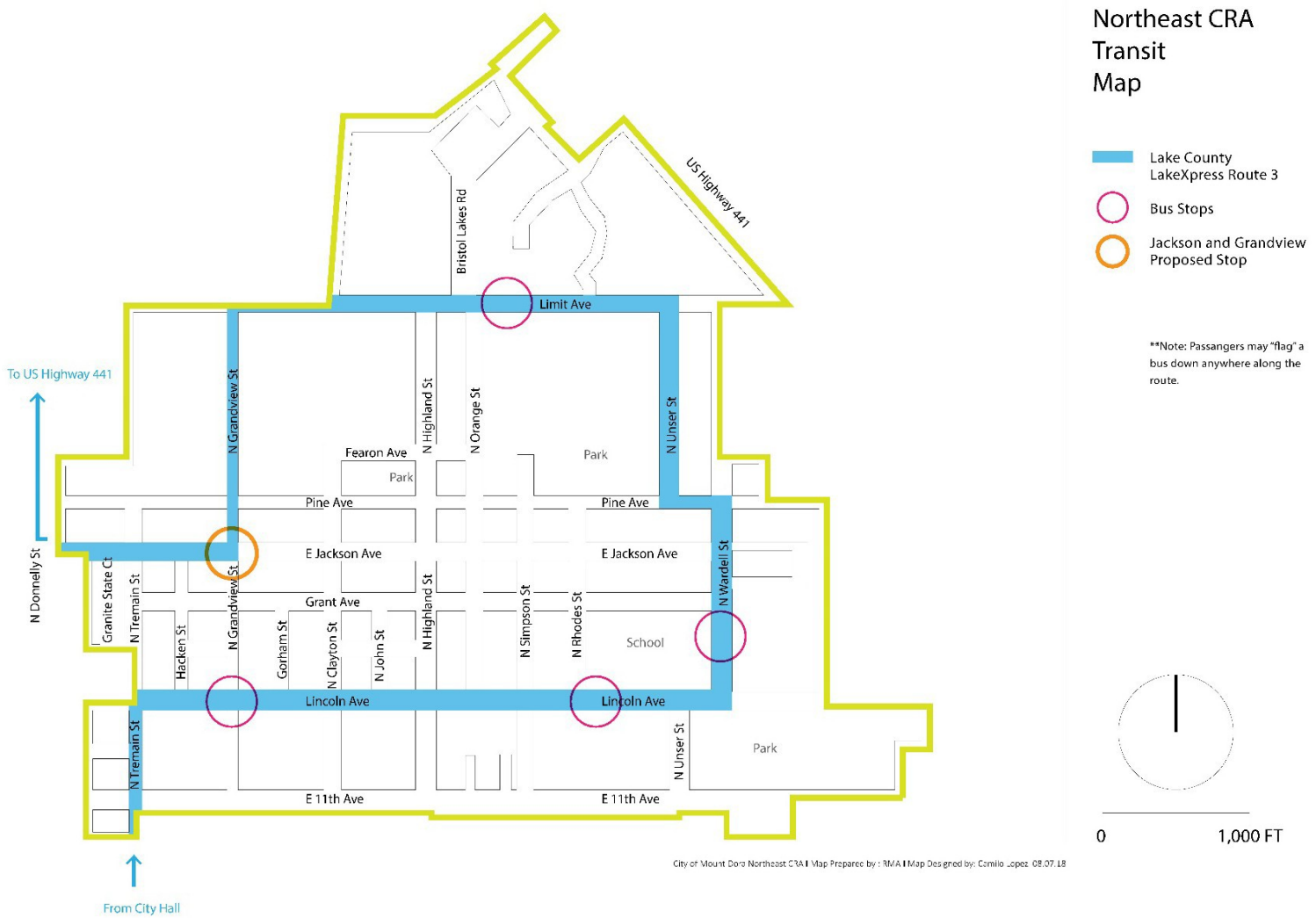
The purpose of the Northeast CRA Development Opportunities Map is to highlight large development opportunities within the Northeast CRA boundary. There are many vacant residential properties, followed by vacant commercial, and vacant institutional. The Northeast CRA can look at these sites and sculpt its physical outcome into cohesive developments that will enhance the urban fabric, community identity, City, and private sector.

The purpose of the Northeast CRA Focus Area Vacancy and Opportunity Map is to highlight the number of potential developable land around Grandview St. There is an opportunity to assemble parcels along Grandview between Florida Ave and Grant Ave and develop medium density residential units (townhouses), live/work spaces, and neighborhood commercial. In addition, there is a possibility to provide an easement/ ROW east-west access from Clayton St to Grandview St connecting to Florida Ave, this could take form of a shared-street pedestrian priority passageway with boutique local shops and restaurants facing it.

The purpose of the Northeast CRA Streets Hierarchy Map is to highlight and prioritize pedestrian, bicycle, vehicular, and transit circulation and mobility. It is intended that Northeast CRA puts special attention to the north-south and east-west connections in terms of improving sidewalks, tree canopy coverages, street furnishings, bicycle lanes, traffic calming techniques, wayfinding elements, and unique community identity. Primary east-west connections play a crucial role in connecting the adjacent residential neighborhoods to parks and schools, therefore these streets shall incorporate elements of safe routes to school programs. Primary north-south connections connect the Northeast CRA to Downtown Mount Dora via Grandview Ave and Highland St, therefore providing alternative mobility options, such as wider sidewalks and bicycle lanes is important. Secondary connections will require more of a residential neighborhood character street with less infrastructure needed, however it shall feel safe for the pedestrian and bicyclists, such as, a shared-use street strategy.

The purpose of the Northeast CRA Multi-Use Path Map is to highlight the connection between the Lincoln Avenue Trail and Tremain Street Greenway and how they fit into context. The multi-use trails planned by the City will connected residents to the Lincoln Avenue Park/ Recreation Center, Mount Dora Middle School, Grandview St, and Tremain Street Greenway all the way to Downtown Mount Dora. These two roads shall provide adequate pedestrian and bicycle infrastructure.

The purpose of the Northeast CRA Parks and Schools Map is to highlight the location, quantity, and proximity of public facilities within the district. It is important for quality of life purposes and to improve its connectivity. Streets leading to schools and parks should be improved and payed special attention to.



The purpose of the Northeast CRA Transit Map is to highlight Lake County Lake press Route 3 circulation throughout the district. The Northeast CRA should pay special attention to the streets and improve bus stop amenities to incentivize ridership. It is recommended that this route adds a new bus stop at the intersection of N Grandview St and E Jackson Ave, since a new development is projected to take place there (Dora Landings) and its direct connection to Grandview Business District.

Findings of Necessity Update

Pursuant to the adopted Northeast CRA Redevelopment Plan of 2010 the following has been completed by the Northeast CRA:

Section 2.1 Housing

- Established Northeast CRA Development/Building Fee Reimbursement Program

Section 2.2 Pedestrian Movement

- Sidewalk improvements completed in front of schools

Section 2.3 Multi-Use Trails

- Improvements completed to Lincoln Multi-use Trail

Section 2.4 Community Policing

- Community Relations Officer assigned specifically to the Northeast community

Section 2.5 Property Redevelopment

- Partnered with non-profit agencies such as Homes In Partnerships and Habitat for Humanity to make improvements to single-family owner-occupied low-income homes
    - 51 applications reviewed for Weatherization
    - 13 residential projects completed

Section 2.6 Community Centers

- Exterior and Interior improvements to the Martin Luther King (MLK) Center

Section 2.7 Beautification and Enhanced Maintenance

- Park and Streetscape improvements to the Grandview commercial area
- Organized and executed Semi-Annual Beautification Day

Section 2.8 Promotional Activities for Economic Development

- Organized and executed Juneteenth Festival
- Organized and executed Film Series
- Implemented Community Pride Banner campaign
- Adopted Northeast CRA Grandview Business District Analysis

Section 2.9 Administration

- Additional City staff allocated to the Northeast CRA

Section 2.10 Stormwater and Drainage

- Awarded Community Development Block Grant (CDBG) program to fund stormwater and drainage improvements in the community

Market Analysis

Land

The Northeast CRA area is generally bounded by Limit Ave on the north, E 11^{the} Ave on the south, Baker and Tremain St on the west, and approaches US Highway 441 on the east. The total land area is 469 acres. An areas commercial real estate market is typically comprised of office, retail, industrial, and multifamily inventory. These four major real estate sectors provide a high-level overview of the existing commercial market and sector potential. In the Northeast CRA there is a limited amount of existing commercial real estate. The most prevalent sector within the Northeast CRA community is multifamily. The resurgence of the Grandview Business District is vital to the growth of commercial real estate in the community. According to Costar Group, a real estate information and marketing provider, there are two vacant commercial opportunity sites for sale within the CRA. These two sites are a combined 7.3 acres zoned commercial and adjacent to the Hampton Inn on US-441 Highway south to Limit Avenue. Currently in the Northeast CRA there is one proposed single-family development. The residential development Dora Landings is expected to bring 129 homes to the community.

Labor

The Northeast CRA features a diverse workforce with majority of residents working within the Services Industry (49.3% of residents), Retail (14.3%), and Construction (13.1%). According to Environmental Systems Research Institute (ESRI) estimates, the Northeast CRA features a workforce of approximately 889. The Northeast area of Mount Dora is primarily made up of residential properties and is not a major employment area, however, regionally recognized businesses such as Acme Bar-B-Que, and Hampton Inn call the area home. The top employment industries in the CRA are Education/Healthcare (21.5% of all available jobs), Arts/Accommodation/Food & Beverage (19.7%), Retail (18.4%) and Public Administration (13%). There are approximately 476 employees working within the Northeast CRA.

Capital

In 2017, the Northeast CRA realized $363,150 in total revenues, up from $359,650 in 2016. The development of Dora Landing, 129 single family homes with wastewater and recreation areas near, will significantly enhance revenues for the CRA. The Northeast CRA offers various incentive programs that aim to enhance redevelopment efforts. The *Development/Building Fee Reimbursement Program* assists non-profit agencies in constructing affordable single-family, owner–occupied homes by offering up to $25,000 per home is available for reimbursement of building, impact and other related fees. The *Weatherization Assistance Program (WAP)* is a partnership with the Lake Community Action Agency (LCAA) that seeks to make improvements to single-family, owner occupied low-income homes by offering funding to increase energy efficiency. The funding provided by Lake County Action Agency to achieve energy efficiency is capped at $7,000 per home while The Northeast Redevelopment Agency covers an additional $10,000 in qualifying repairs. In November of 2016, the Northeast CRA was awarded a $750,000 Community Development Block Grant (CDBG) to assist with stormwater/infrastructure needs and the elimination of slum and blight.

Markets

According to ESRI estimates, the population in the Northeast CRA is just under 2,000 residents. Since 2016, Median Household Income levels ($41,967) have risen to 5.2%, Per Capita Income ($21,080) has risen to 5.1%, and Median Housing Value ($117,453) have risen to 8.3%. Residential housing vacancies have dropped from 18.4% to 17.9% during the same time period. A challenge for the Northeast CRA area remains education levels, as the percentage of residents that lack a high a school diploma or equivalent education attainment in the Northeast CRA (21.7%) is far higher than the Mount Dora citywide rate of 11.1%.

Regulation

Cities must provide a professional response with an expedited solution when looking to attract new investment to an area. A City can be proactive by providing predictable built scenarios that achieve the community's goals and aspirations, benefits private investors, and moves the initial stages along faster. Infill development in the CRA can help raise the tax base and surrounding property values. However, private developers cannot generate adequate returns on investment to justify the investment risk if the barriers for entry include prohibitive regulations requiring additional time and money. The regulatory staff must continue to work to encourage growth and facilitate development of the Northeast CRA area and fight any perception of non-responsiveness. In an attempt to address top resident and business owner concerns such as stormwater/drainage, lighting, and code enforcement the Northeast board has funded additional City staff. Northeast CRA staff has started Phase 1 improvements to current stormwater and drainage, changed mercury lights to LED lights, and implemented an online system where residents can report service issues in the community.

Section 2.0 Objectives and Implementation

2.1 Economic Development

Economic development is building wealth in a community, encouraging economic growth, and improving quality of life. Several economic development initiatives are needed to eliminate conditions of blight within the Northeast CRA. Events, Branding, Public-Private Partnerships, Property Redevelopment, Job Training, and a local Community/Recreation Center will serve as economic drivers in the community. New investment in the Northeast CRA is needed to enhance quality of life for residents and increase the commercial tax base.

2.1.1 Branding

Objective: Create an area tagline that represents the Northeast community. Brand and market all events held in the CRA area as Northeast CRA events. Build on the action words (Savory, Cultural, Connected, and Timeless) used in the Grandview Business District place-making banner program.

Implementation: The Northeast CRA may use funds to develop create collateral that promotes the Northeast CRA businesses, events, parks, historic landmarks, and facilities.

2.1.2 Community/Recreation Center

Objective: To address the need for a community/recreation center in the Northeast CRA. The community center should provide a gathering place for residents of all ages to partake in recreational activities. Community center use should include a computer lab, commercial kitchen, recreation courts, and space for educational classes.

Implementation: The community center project can be accomplished through public- private partnerships and funding from the Northeast CRA. All funding should assist in the design, construction, and operation of the community center.

2.1.3 Property Redevelopment and Public-Private Partnerships(P3s)

Public Private Partnerships (P3s) are one of the most common ways that local governments participate in the real estate market to provide that catalytic effect. Public participation during revitalization efforts improves the investment profile and feasibility of projects that can improve market conditions and improve quality of life by enhancing convenience. There are many types of public private partnerships, but they are essentially opportunities for the public and private sectors to work together to provide a public service or benefit. These partnerships involve both real estate transactions, as well as the development of the project with private and public components and an ongoing operating agreement. Public Private Partnerships are key. Without a private developer partner the city would not be able to provide the public benefits that a project brings to the area, especially the positive impact on revitalization.

There are several benefits for a city to participate in a P3. A city can access new sources of capital that are available immediately. Since the private sector needs to realize a return on investment, project completion is usually expedited compared to a publicly managed project. A P3 leverages private expertise and it transfers risk to the party that's best suited to deal with that risk. Also, a P3 allows a city to promote economic development and revitalization through private sector investment opportunities that are catalysts for additional economic development and investment.

Objective: Work with the private sector to identify and create public/private partnerships for commercial, residential, cultural, mixed-use, and aesthetics projects to realize redevelopment goals and increase the tax base to fund neighborhood improvements.

Implementation: The Northeast CRA is authorized to enter into public-private partnerships for community benefit and could explore projects such as a community center, parking structures, mixed use developments, commercial developments, or other developments that fulfill the mission of the CRA.

2.1.4 Workforce and Job Training Programs

Objective: Provide opportunities for workforce and employment by creating an environment that promotes the development of skills and education of residents. Stimulate new business activity, cultivate entrepreneurs of the future, attract new industry to the area, and create jobs, particularly for those residing in the redevelopment area and in the city.

Implementation: Partner with workforce agencies to work with area businesses, and other private and public agencies, assist residents in finding jobs, especially through job fairs. Create partnerships with local businesses, educational, and vocational institutions to train residents of the Northeast CRA for jobs in the City.

2.1.5 Disaster Assistance Programs

Objective: From time to time, a public emergency or disaster may cause severe, temporary economic disruption to the redevelopment area such that slum and blight are likely to arise unless government intervenes. In the case of such an emergency, the CRA may establish an Emergency Business Assistance Program when it determines business assistance is necessary to help protect its redevelopment objectives, to protect its investment into capital improvements such as community policing, quality of life, economic diversity, and public infrastructure CRA enhancements, and to help alleviate the danger of slum and blight spreading within the redevelopment area. The scope and form of the business assistance provided will depend on the available resources as well as the character of the emergency.

Implementation: The CRA may provide business assistance in any form allowable under the Redevelopment Act and general law, including but not limited to:

- Providing businesses with consulting services in applying for other forms of government assistance, such as stimulus funds or disaster loans.
- Direct monetary relief in the form of bridge loans or payments.
- Targeted purchasing of redevelopment services.
- Expedited spending on other redevelopment objectives, such as storefront rehabilitation. The Program may include eligibility criteria to ensure that the assistance goes to otherwise- resilient businesses which are in danger of closing due to the emergency. The criteria shall include the following requirements in addition to any other criteria the CRA determines to be necessary or desirable:
    - Physical presence in the redevelopment area.
    - Demonstrated financial viability absent the emergency.
    - Demonstrated need caused by the emergency. The CRA may attach conditions to the business assistance as necessary or desirable to ensure the assistance is used for its intended public purpose, such as:
        - A requirement that the recipient spend any business assistance funds only on locations within the redevelopment area.
        - A temporary prohibition against shareholder dividends.
        - A requirement that the business remain open and/or maintain certain staffing levels for a period of time.
        - Recordkeeping requirements regarding the use of any funding.
        - A requirement of a personal guarantee from a chief executive or owner of the business.
        - When appropriate, a requirement to provide in-kind services to the CRA for other redevelopment efforts.
        - In the case of assistance in the form of loans, partial forgiveness of the loans in the case that the business successfully performs the requirements above.

2.2 Connectivity

The ability to connect people to places through various modes of travel help to create diverse, vibrant and healthy communities. A comprehensive transportation network system connects people whether they are pedestrians, bicyclist, drivers, public transit riders or any combination of these travel methods. The Northeast CRA area has a very walkable community grid. Important destinations such as neighborhood centers require good connectivity to attract people to support businesses as well as to help meet daily needs. A well balance transportation network helps reduce the reliance of automobile trips, lessoning the need to drive and alleviate traffic congestion, while strengthening community ties.

2.2.1 Mobility and Transit

Objective: To address the presence of inadequate pedestrian improvements, create a network of safe and attractive sidewalks and other pedestrian and bicycle ways throughout the Northeast CRA. Coordinate with any new development to provide adequate pedestrian and bicycle connectivity.

Implementation: Improvements may be accomplished by the Northeast CRA providing funding for the needs assessment, design, construction, permitting, and other related activities associated with the improvements. Improvements include stormwater, drainage, sidewalks, lighting, landscaping, signage, paving and restriping, and other associated appurtenances.

Public right-of-ways within the Northeast CRA district may be evaluated to determine the need for improvements and redesigned to meet design guidelines. Upon completion of needs assessment and preliminary engineering, areas and blocks can be prioritized and budgeted for construction.

Figure 1:Pinellas County Trail Loop improves pedestrian and bicycle mobility

Figure 2:Pinellas County Trail Loop improves children's mobility to schools and parks

Objective: To address and improve connectivity to and from schools, parks, and trails within the Northeast CRA. Provide adequate pathways for pedestrians, bicyclists, drivers, and transit riders. Create a safe route to schools program that will provide a safe walking and bicycling environment for children to schools.

Implementation: Improvements of these pathways will follow design guidelines that increase sidewalk widths, improve crosswalk safety), enhance lighting and wayfinding, designate bicycle lanes, provide shade trees, and allow for aesthetic other enhancements. The Northeast CRA may provide funding for the needs assessment, design, construction, permitting, and other related activities associated with the improvements.

Objective: To incorporate traffic calming elements throughout the Northeast CRA that provide a safer and more pleasant environment for pedestrians. Continue the existing brick paver design found at the Grandview St and Lincoln Ave intersection throughout the Northeast CRA. Identify additional areas of traffic calming needs within the Northeast CRA and the appropriate technique based on street context.

Implementation: Improvements may be accomplished by the Northeast CRA providing funding for the needs assessment, design, construction, permitting, and other related activities associated with the improvements; these include speed bumps and humps, signage, pavement markers traffic circles, roundabouts, speed table (midblock), raised pedestrian crossings, raised intersection table, bulb-out extensions, bollards, pedestrian markings, crosswalk striping, painted intersections and other.

Figure 3: Grandview St and Lincoln Ave intersection

Objective: To increase transit ridership throughout the Northeast CRA. Develop bus stop standards for residential neighborhoods.

Implementation: Improvements may be accomplished by the Northeast CRA requesting funding from Department of Transportation (DOT) and other sources for the needs assessment, design, construction, permitting, and other related activities associated with the improvements; these include shelter, lighting, bench, trash can, bicycle racks, and route maps.

Figure 4: Lake County LakeXpress Public Transit System

2.2.2 Multi-Use Trails

Objective: To improve inadequate traffic facilities, trails and facilities as designated in the *Mount Dora Trails Master Plan*. To incorporate design standards set on *Mount Dora Trails Master Plan* within the Northeast CRA.

Implementation: Trail improvements may be completed by the Northeast CRA funding for or reimbursing the City for the design, construction, permitting, and other related activities associated with the trail improvements that are within the Northeast CRA district and designated in the *Mount Dora Trails Master Plan.*

The Northeast section of the Tremain Street Greenway has been completed. Additional trails and related facility improvements include, but are not limited to, the Lincoln Avenue Trail, and N Clayton St, Pine Ave, N Wardell St, N Usher St and E 11th Ave bicycle and pedestrian enhancements. Trail construction may require the purchase of private property and coordination with new development.

Figure 5:Tremain Street Greenway in Mount Dora

2.3 Infrastructure

It is important to coordinate all Northeast CRA, City, County, State & federally-funded infrastructure improvements. During the improvement process the Northeast CRA should push for best practice systems, resources, and providers. The Northeast CRA should continue moving forward with the upgrades to community stormwater and drainage systems. This improvement project will alleviate residential flooding and provide better systems that can support additional development projects.

2.3.1 Stormwater and Drainage

Objective: To address the condition of inadequate stormwater and drainage infrastructure within the Mount Dora Northeast Community Redevelopment Area, the Northeast CRA may take action to improve stormwater and drainage infrastructure, design and construct improvements, and coordinate with the City to achieve these goals. The Northeast CRA shall identify critical flood areas within the Northeast CRA and prioritize improvements. Stormwater and drainage infrastructure within the Northeast CRA shall accommodate capacity to allow incremental growth.

Implementation: Stormwater and drainage improvements may be accomplished by the Northeast CRA providing funding or reimbursing the City for needs assessment, planning and design, engineering and construction, permitting, and other related activities associated with the improvements. CDBG and other grants may be sought to provide funding. [*Amendment Ord # 2016-18 Adopted on 5/17/2016*].

2.4 Neighborhoods

The Northeast neighborhood is comprised of single family and multifamily residential areas that are connected through walkable street grids. Housing improvements are needed for existing housing stock and a variety of new housing product needs to be delivered in the Northeast CRA. Additional housing in a market creates diversity in housing types and attract new residents to the area. When building stronger neighborhoods, Community Policing is a crucial element. Within the Northeast CRA community relations personnel keep the neighborhood safe and gives law enforcement the opportunity to interact with the residents they protect and serve. As a way to enhance pride within a community it is important to reduce blighted areas through beautification efforts in public spaces, routine maintenance of streetscapes, and enhancements to the built environment.

2.4.1 Housing

Objective: To address the need for affordable housing for low and moderate-income residents, the Northeast CRA can encourage the construction of new housing and rehabilitation of existing housing. Create a healthy mix for housing and income options that improves quality of life.

Implementation: Affordable housing can be promoted by the Northeast CRA developing, administering, and funding incentive programs for affordable housing providers and/or property owners. The Northeast CRA will collaborate with other organizations through their established programs, including providing grants, loans, or in-kind services.

Figure 6:Affordable housing Cottages at Oak Park in Ocean Springs Mississippi

Objective: To address the need to improve deteriorating housing conditions and to improve the energy efficiency of housing, the Northeast CRA can encourage improvements to housing, including repairs for code violations, weatherization, façade renovations and painting, front yard landscaping, shade trees/ canopies that would lower A/C usage, solar panels and other energy efficiency improvements.

Implementation: Housing improvements can be facilitated by the Northeast CRA developing, administering, and funding incentive programs for affordable housing providers and/or property owners. The Northeast CRA will collaborate with other organizations through their established programs, including providing grants, loans, or in-kind services. The Northeast CRA shall assist affordable housing providers and/or property owners with information on different improvements and programs.

Objective: To facilitate in home renovations for owner occupied units and to improve building conditions within the Northeast CRA. The Northeast CRA can encourage improvements to owner occupied homes, including façade renovations and painting, front yard landscaping, shade trees/ canopies that would lower A/C usage, solar panels, roofing, A/C, heat electric and plumbing repairs and other appurtenances.

Implementation: Home renovations for owner occupied units can be facilitated by the Northeast CRA developing, administering, and funding incentive programs for property owners. The Northeast CRA will collaborate with other organizations through their established programs, including providing grants, loans, or in-kind services. The Northeast CRA shall assist property owners with information on different improvements and programs.

2.4.2 Community Policing

Objective: The incidence of crime in the Northeast CRA can be reduced through the visual presence of a neighborhood ambassador program in addition to the established neighborhood watch group. The ambassador program should enhance community pride, beautification, and communication between residents, the city, law enforcement, and local businesses. The neighborhood watch group should keep a careful watch for possible undesirable activities in the Northeast CRA, assist in vigilance of children going and coming from school and the elderly.

Implementation: The neighborhood ambassador program and neighborhood watch group can be funded through the Northeast CRA providing funds for costs associated with program operations, community relationship building events between residents and law enforcement, community resource officer social program training and staffing.

2.4.3 Beautification and Enhanced Maintenance

Objective: To address and prevent visual blight in open public areas and rights-of-way, the Northeast CRA should keep the improvements it has installed, including landscapes and streetscapes in good condition as part of carrying out its redevelopment duties. The Northeast CRA shall undertake routinely observational tours and identify any concerns with street lighting, vegetation and landscape, paving, asphalt demarcations, signage, benches, identity banners, sidewalks, storefronts, building frontages, crosswalks and other beautification elements. The Northeast CRA shall enable community groups to care for and maintain these types of public amenities.

Implementation: The elimination and prevention of visual blights in open public areas and rights-of-way, will be accomplished by the Northeast CRA funding a maintenance and beautification program. The program may include funding for staff, equipment, and materials. The tasks and activities in the program are those not assigned or regularly completed as part of routine City operations.

Objective: To promote public way finding signage and public art as a way to beautify and enhance the public realm, while creating community engagement, civic ownership and building a stronger community within the Northeast CRA. Activities and elements of a way-finding signage and public arts program may include; gateway signs, neighborhood signs, public building, parks and facility signs, directional signs, parking signs, neighborhood walker's guide, murals, painted crosswalks and intersections, painted utility boxes, fence disguising, and public sculptures.

Implementation: The promotion and improvement of public way-finding signage will be accomplished by the Northeast CRA funding a maintenance and beautification program. The program may include funding for staff, equipment, and materials. The tasks and activities in the program are those not assigned or regularly completed as part of routine City operations.

2.5 Redevelopment Support

The vision of elected officials and city staff is important for the private sector to understand. Both public and private sector vision is important and should align to spur redevelopment in an area. Updated land development regulations and an investor friendly environment is important for growth. It is also imperative that the city is responsive to potential investors, provide good customer service and share up to date information regarding the city.

2.5.1 Administration

Objective: Encourage and support sound and redevelopment-friendly Land Development Regulations within the Northeast CRA.

Implementation: Encourage and support Land Uses, Zoning, and Building Codes that encourage future redevelopment, such as Mixed-Use Land Use zoning, Transit Oriented Land Use and Zoning, Density Variances and Bonuses to create higher densities and encourage the private sector to provide public area enhancements and benefits, Inclusionary Zoning and Linkage Fees, Streamlined Building Codes and other Regulations.

Objective: Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals & Initiatives.

Implementation: Provide funding for and create infrastructure to support Redevelopment Goals, Initiatives, and projects. Provide funding to offset Impact Fees for Targeted Retailers and Industries. Provide direct incentives for development of projects to realize other Redevelopment Goals or to increase Increment Revenue. Public Works program investments help facilitate the transition of communities from being distressed to becoming competitive by developing key public infrastructure, such as technology-based facilities that utilize distance learning networks, smart rooms, and smart buildings; multitenant manufacturing and other facilities; business and industrial parks with fiber optic cable; and telecommunications and development facilities. In addition, Economic Development Administration (EDA) invests in traditional public works projects, including water and sewer systems improvements, industrial parks, business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfields redevelopment.

Objective: Identify and pursue resources for successful implementation of the initiatives in this plan.

Implementation: Technical skills change over time and the CRA Board must ensure that the proper resources are in place for successful implementation. The CRA should focus on market positioning, business assistance, real/perceived safety, and attracting private investment in the near term. Additionally, the CRA should implement a grant strategy to pursue additional funding to support implementation of CRA initiatives.

Section 3.0 Summary of Redevelopment Activities

The redevelopment activities contained in Section 2.0 of this Redevelopment Plan on which Northeast CRA funds can be expended are summarized below.

Economic Development

- Building a Community Center with indoor recreation courts, computer lab, classrooms, and kitchen
- Community Center programming for all ages
- Attract private investment for low and medium density residential and neighborhood commercial uses
- Promote and position Northeast CRA as a tranquil living neighborhood to raise a family, while having the potential of working in proximity to Wolf Branch Innovation District, Downtown Mount Dora, and Downtown Orlando located at 45 minutes transit ride.
- Identify opportunity sites, provide development scenarios (with private investment benefits), and promote
- Identify opportunity sites for potential neighborhood commercial use, development scenario, and promote
- Enhance and promote parks and schools as quality of life elements to attract future residents

Connectivity

- Expand and complete Tremain Street Greenway and Trail, and connect to Lincoln Ave and Pine Ave (going east-west), then connect to N Grandview St and N Highland St (going north-south)
- Enhance the connectivity and accessibility to Cauley Lott Park, Lillie Park, and Frank Brown Sports Complex
- Enhance sidewalks and prioritize in completing continuous sidewalk networks
- Provide Trail/ Shared-Use Path enhancements connecting neighborhood schools, parks, recreation facilities, and businesses
- Provide streetscape amenities, such as, furnishings (seating, shelters) along Lake County LakeXpress Route 3
- Enhanced landscaping (provide shade trees) along main streets
- Create bicycle amenities, such as, parking rest areas (parking racks, water fountains, shade trees, shelter) at parks, schools, bus shelters, and at neighborhood commercial areas
- Create bicycle share program that connects to Downtown Mount Dora and the future Wolf Branch Innovation District
- Increase mass transit and connectivity
- Design enhancements to existing and new bus stops (shelter, lighting, seat, trash can, bicycle racks, route maps)
- Traffic calming devices such as raised crosswalks, painted intersections, painted cross walks, pedestrian signage, and speed bumps as needed

Infrastructure

- Stormwater and drainage resident program
- Stormwater and drainage infrastructure project support
- Identify critical areas of flooding

Neighborhoods

- Homeowner maintenance program with a focus on roof, air conditioning, electric, plumbing enhancements, and life safety
- Neighborhood ambassador program and watch group
- Community relationship building events between residents and police
- Community Resource officer staffing and training on social programs, affordable housing, and veteran affairs
- Community security improvements (i.e. security cameras)
- Community Clean up days
- Code Enforcement Program that targets top code violations in the Northeast (i.e. overgrown property, junk and debris, and fencing)
- LED street light installation
- Facilitate in a "Community Public Way-Finding Signage Design Manual" creation

Redevelopment Support

- Economic Incentives for projects that align with Northeast CRA goals and initiatives
- Additional support and resources needed to execute development projects and CRA initiatives

Section 4.0 Potential Projects and Programs

NORTHEAST CRA – POTENTIAL PROJECTS & PROGRAMS ESTIMATED COSTS AND POTENTIAL FUNDING SOURCES FY 2024-2049			
INCREMENT REVENUES	FY 2020 – FY 2049	$400,000/YR	
PROJECT/PROGRAM/ACTIVITY	**ESTIMATED TIME FRAME**	**ESTIMATED NOT TO EXCEED COST**	**POTENTIAL FUNDING SOURCES**
Community Resource & Recreation Center	Design completed in 2024. Construction starting in 2024. Competition - TBD	$13,000,000	Northeast CRA, Grants, Impact Fees, General Fund, Sales Tax
Storm Water Improvement	**TBD**	TBD	Northeast CRA, General Fund, Grants, Sales Tax, Public/Private
Streetscape Improvements	2026-2030	4,500,000	Northeast CRA, Grants, Impact Fees, General Fund, Sales Tax
Multi-Use Trails:	2019 – 2030	3,500,000	Northeast CRA, CRA, City, Grants
Northeast CRA Branding	Annual Program 2026-2032	$0 - $50,000/year	Northeast CRA
Workforce and Job Training Programs	TBD	$0 - $75,000/year	Northeast CRA – Public/Private
Housing Programs	Annual Program 2024-2049	$0 - $50,000/year	Northeast CRA
Community Policing	Annual Program 2024-2049	$0 - $75,000/year	Northeast CRA
Development Incentives	Annual Program 2024-2049	$0 - $50,000/year	Northeast CRA
Business Retention and Attraction Incentives	Annual Program 2024-2049	$0 - $30,000/year	Northeast CRA
Beautification and Enhanced Maintenance	Annual Program 2024-2049	$0 - $30,000/year	Northeast CRA
Promotional Activities	Annual Program 2024-2049	$0 - $10,000/year	Northeast CRA
Property Redevelopment	2024-2049	TBD	Northeast CRA – Public/Private
Pedestrian Improvements	TBD	TBD	Northeast CRA – Public/Private, General Fund, Grants, Sales Tax

Section 5.0 Funding and Finance

The Northeast CRA has successfully completed infrastructure improvements, enhanced public safety efforts, and created additional housing programs for residents. Moving forward, it will be important for the Northeast CRA to establish revenue generating activities as a way to increase the tax base and fund other initiatives. Such repositioning activities will be critical for the Northeast CRA to foster development and business attraction to fight slum and blight. The identified Northeast CRA Potential Projects and Programs should lead budget allocation. The Northeast CRA can issue TIF Bonds as an allowed debt funding method. In addition to CRA Funds there are alternative financing sources that support the redevelopment of an area.

Alternative Financing Sources

- **Transit Oriented Development Funding:** The County could issue an RFP for a long-term lease for development of transportation sites, which attract private funding.
- **Metropolitan Planning Organization Funding:** The CRA should partner with the MPO, Lake County, and FDOT to advocate for additional transportation investments that will improve connectivity and aesthetics of the area's main corridors.
- **Community Development Block Grants:** CDBG funding is available to build community facilities, roads, parks, repair or rehabilitate housing, provide new or increased public services to residents, or fund initiatives that generate or retain new jobs. The Northeast CRA has been awarded a CDBG to fund stormwater and drainage improvements in the community.
- **Housing and Urban Development Grants and Loans:** The US Department of Housing and Urban Development (HUD) provides low-interest loans to local governments for the implementation of capital projects for revitalization and economic development, including streetscape and infrastructure improvements. These loans can be supplemented by Economic Development Initiative (EDI) grants from HUD.
- **Department of Economic Opportunity Grants:** The Florida Department of Economic Opportunity (DEO) provides grants to local governments for the planning and implementation of economic development initiatives. Grants are usually in the $40,000 range.
- **Business Improvement District:** This is a long-term goal. With a BID in mind down the road, the CRA's business retention and attraction program should focus on businesses and building relationships for BID implementation.
- **Economic Development Transportation Fund:** The Economic Development Transportation Fund, commonly referred to as the "Road Fund," is an incentive tool designed to alleviate transportation problems that adversely impact a specific company's location or expansion decision. The award amount is based on the number of new and retained jobs and the eligible transportation project costs, up to $3 million. The award is made to the local government on behalf of a specific business for public transportation improvements.
- **Impact Fees:** Many communities, in partnership with local government seek ways to mitigate start-up costs by experimenting with waiving or staggering impact fee payments.

- **Tax Increment Revenues:** Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is determined annually, is a percentage of the difference between the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishment of the Redevelopment Trust Fund. Both of these amounts are exclusive of debt service millage of the taxing authorities.

  The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:

  a. The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax funds, and;

  b. The provision, by ordinance of the City, for the funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.

- **Redevelopment Revenue Bonds:** The provisions of F.S.163.385 allow the Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation of the completed community redevelopment." In this way, the additional annual taxes generated within the Community Redevelopment Area, the "tax increment", is used to finance the long-term bond debt. Prior to the issuance of long- term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

  Taking advantage of this revenue source enables the Community Redevelopment Agency to leverage TIF and provide more funds for projects upfront instead of as a pay as you go scenario. There are many advantages to utilizing bonds including being able to implement projects quicker and leveraging private investment by constructing public improvements. An analysis of debt service should be conducted to determine if bonds are practical for the Northeast CRA.

Section 6.0 Exit Strategies

The goals of CRA's are to stimulate and change market conditions, and to provide catalysts and investments that promote private investment and redevelopment. As plan implementation occurs and initiatives move forward, success will depend on strong leadership and project management, with the goal of reducing and eventually eliminating the need for tax increment funding support. This plan has identified several additional and alternative funding mechanisms that may be available to continue public and private redevelopment initiatives.

Additionally, the CRA should identify certain metrics and measures which indicate progress toward the redevelopment goals, and which will ultimately guide any policy decisions.

CRA Performance and Progress Metrics and Measures:

- Tax base growth and increase of increment revenue
- New business starts
- Consumer and business perception survey results
- Retail sales change
- Household income change
- Private investment levels
- Number of requests for and/or need for CRA incentives for project feasibility
- Public investment and capital project completions
- Change in the crime rate
- Transfer of successful program responsibility to partner organizations
- Successful utilization of the alternative funding mechanisms

The above measures should be established by the Northeast CRA Advisory Board, tracked and reported by Northeast CRA staff, and monitored by the Mount Dora City Commission.

Section 7.0 Required Plan Contents

Mount Dora Northeast Community Redevelopment Agency
Chapter 163.362 Checklist

In accordance with 163.362 Florida Statutes, the Community Redevelopment Plan must include the elements described below. The following section includes language from the statute shown in italic type, with a brief response to each element in normal type.

1) *Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.*

   Legal description of the Mount Dora Northeast CRA boundary is included as Appendix A. The areas within the boundaries were shown to contain slum and blight in Resolution 2017-81, which is included as Appendix B.

2) Show by diagram and in general terms:

(a) The approximate amount of open space to be provided and the street layout.
(b) Limitations on the type, size, height, number, and proposed use of buildings.
(c) The approximate number of dwelling units.
(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

Maps of the Mount Dora Northeast CRA and a general description of the existing physical and regulatory conditions are included in the **Market Analysis**. The areas within the Mount Dora Northeast CRA remain subject to the County's Comprehensive Plan and zoning regulations, which stipulate limits on locations, sizes, height, etc. of dwelling units, streets, and park and recreations areas, among other things.

(3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

A community analysis is included in the section highlighting **Neighborhoods.**

(4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

The **Financial Projections** includes revenue and expense projections. Specific public capital projects are identified in these projections. Publicly funded projects will be evaluated on an ongoing basis.

(5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Specific programs and expenditures must be enumerated in the Plan in order for the CRA to have the authority to undertake them. CRA activities are overseen by a Board of Council members that meet periodically in public session to review and monitor all CRA activities.

Refer to **Potential Projects and Programs** for a description of both general and specific programs.

(6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Regulatory and zoning authority within the CRA is governed by the County. Any recommendations regarding regulatory amendments and design guidelines to assist with redevelopment efforts must be implemented by County Staff and Board.

(7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

The **Neighborhood** section includes a discussion of neighborhood impacts of redevelopment and includes a recommendation that the CRA adopt a relocation policy to provide adequate protections and assistance for any persons displaced by redevelopment activities.

(8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.

The **Findings** section; the **Economic Development** section, and the **Neighborhood** section, highlight residential redevelopment. Many portions of the Mount Dora Northeast CRA are residential neighborhoods. The Plan contemplates strengthening existing neighborhoods and providing for additional housing, where economically feasible, to improve and diversify housing stock and housing opportunities.

(9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

Detailed financial projections are provided in the **Funding and Finance** section. These financial projections will be reviewed and updated at least annually so that the CRA is always able to look ahead and plan for adequate financial resources to undertake its activities.

(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

As stated earlier, in the Amendment to CRA Plan section, this amendment to the Plan will extend the life of the Mount Dora Northeast CRA for a period of thirty years from the date of formal adoption of the amendment by the City Commission. This date should be noted in the Ordinance to adopt the Plan as the time certain for completing all redevelopment activities.

Appendix A: Legal Description of Mount Dora Community Redevelopment Area

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF BLOCK 18, SEC110N 30 TOWNSHIP 19 RANGE 27; RUN THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF BAKER STREET TO THE SOUTHERLY RIGHT OF WAY UNE OF LINCOLN AVENUE; THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY AND THE EASTERLY EXTENSION THEREOF OF LINCOLN AVENUE TO POINT ON THE EAST RIHT OF WAY UNE OF TREMAIN STREET; THENCE NORTH ALONG THE SAID EASTERLY RIGHT OF WAY UNE OF TREMAIN STREET TO THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY OF GRANITE STATE COURT, THENCE WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID GRANITE LATE COURT, THE EASTERLY EXTENSION THEREOF AND THE SOUTH LINE OF LOT 12 OF GRANITE STATE COURT, AS RECORDED IN PLAT BOOK 6, PAGE 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TO THE WEST LINE OF SAID GRANITE STATE COURT SUBDIVISION; THENCE NORTH ALONG THE SAID WEST UNE OF GRANITE STATE COURT SUBDIVISION TO THE SOUTHERLY RIGHT OF WAY OF JACKSON AVENUE; THENCE WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF JACKSON AVENUE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 12, BLOCK "B" OF RILEY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINES OF LOTS 1 THROUGH 12, BLOCK "A" AND LOTS 1 THROUGH 12, BLOCK "B" OF SAID RILEY'S SUBDIVISION, AND THE NORTHERNLY AND SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY RIGHT OF WAY LINE OF FEARON AVENUE, THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF FEARON AVENUE, THENCE EAST AONG SAID SOUTHERLY RIGHT OF WAY LINE OF FEARON AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE EASTERLY RIGHT OF WAY LINE OF SAID TREMAIN STREET; THENCE NORTH ALONG SAID EASTERLY LINE OF TREMAIN STREET TO THE NORTH UNE OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID SEC110N NORTHERLY MOST BOUNDARY OF SAID DISTRICT A DISTANCE OF 4,035 FEET THENCE SOUTH 965 FEET, EAST 305 FEET, SOUTH 355 FEET TO RIGHT OF WAY LINE OF PINE AVENUE, PROCEED EAST ALONG THE SOUTH RIGHT OF WAY UNE OF PINE AVENUE AND THE NORTH UNE OF MOUNT DORA HEIGHT SUBDIVISION TO LOT 1 AS, RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE SOUTH ALON THE EASTERLY MOST BOUNDARY OF SAID SUBDIVISION A DISTANCE 1,370 FEET TO A POINT ON THE NORTH LINE OF THE SOTH ½ OF SECTION 29, TOWNSHIP 19, RANGE 27, FROM SAID POINT PROCEED EAST 660 FEET TO THE WESTERLY RIGHT OF WAY OF NEW
U.S. HIGHWAY 441, THENCE SOUTH ALONG SAID RIGHT OF WAY OF SAID HIGHWAY 330 FEET; THENCE WEST 165 FEET, SOUTH 330 FEET, THEN EAST 150 FEET TO SAID WESTERLY RIGHT OF WAY OF NEW U.S. HIGHWAY 441, PROCEED THENCE SOUTH 90 FEET TO SAID POINT, THENCE PROCEED WEST 1,568 TO A POINT 152.5 FEET FROM THE SOUTHWEST CORNER OF BLOCK 217; PROCEED WEST TO THE EASTERLY MOST BOUNDARY OF DORA HEIGHTS SUBDIVISION, BLOCK "A" RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; PROCEED SOUTH TO SAID SOUTHERLY RIGHT OF WAY LINE OF LOT 22, THENCE WEST ALONG SAID SOUTHERLY PROPERTY LINE OF LOTS 22 AND 10 OF SAID DORA HEIGHTS SUBDIVISION, BLOCK "A" CONTINUE WEST ALONG SAID SOUTHERLY LINE OF LOT 10 OF BLOCK "B" OF SAID SUBDIVISION; CONTINUE WEST ALONG THE NORTH 152 FEET OF BLOCKS 219 AND 220, THENCE PROCEED WEST TO THE EASTERLY BOUNDARY OF WALLER PARK SUBDIVISION AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; PROCEED EAST ALONG SAID SOUTH PROPERTY LINES OF LOTS 12 THROUGH 1 IN SAID SUBDIVISION CONTINUE EAST TO BLOCK 223, THEN NORTH 6 FEET TO THE SOUTH BOUNDARY OF LOT 14 IN SUNNILAND SUBDIVISION AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; PROCEED WEST ALONG SAID SOUTHERLY BOUNDARY OF LOTS 14 THROUGH 6, THENCE NORTH 25 FEET TO THE SOUTH LINE OF LOT 4 THENCE WEST TO THE EASTERLY BOUNDARY OF GORHAM SUBDIVISION, BLOCK B; THENCE SOUTH TO THE SOUTHERN BOUNDARY OF LO 13 OF SAID SUBDIVISION, PROCEED WEST ALONG SIDE SOUTH BOUNDARY OF LOTS 13 AND 18 IN SAID SUBDIVISION, CONTINUE WEST IN BLOCK A OF SAID SUBDIVISION OVER THE NORTHERLY MOST BOUNDARY OF LOTS 14 AND 1, CONTINUE WEST OVER THE SOUTH BOUNDARY OF THE NORTH ½ OF BLOCKS 11 AND 12, SECTION 29, TOWNSHIP 19, RANGE 27 TO THE WESTERLY BOUNDARY OFSAID.

SECTION, THENCE PROCEED WEST TO POINT OF BEGINNING THIS AREA CONTAINS 371.1 ACRES

"EXHIBIT A" continued

FROM THE SW CORNER OF THE SE ¼ OF SECTION 20, T 19 S, R 27 E RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 623.11 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN N 00°05'44" E 65.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGEL OF 14°15'53" A LENGTH OF 58.51 FEET TO A POINT OF TANGENCY; THENCE RUN A 14°10'09" W 152.56 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 165.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'49" A LENGTH OF 47.46 FEET TO A POINT OF TANGENCY; THENCE RUN N 02°18'40" E A DISTANCE OF 902.64 FEET; THENCE RUN N 46°20'30" E 174.07 FEET; THENCE RUN N 60°48'54" E 328.61 FEET; THENCE RUN N 49°59'25" E 37.12 FEET; THENCE RUN N 35°45'51" W 70.33 FEET; THENCE RUN N 49°59'25" E 466.05 TO THE SOUTHWESTERLY LINE OF RIGHT OF WAY OF U.S. HIGHWAY 441; THENCE RUN S 40°01'05" E 125.00 FEET; THENCE RUN S 49°59'25" W A DISTANCE OF 387.11 FEET; THENCE RUN S 35°45'51" E A DISTANCE OF 352.84 FEET; THENCE RUN S 54°14'09" W A DISTANCE OF 78.70 FEET; THENCE RUN S 35°45'51" E A DISTANCE OF 328.42 FEET; THENCE RUN N 49°59'25" E516.13 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 441; THENCE RUN SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE RIGHT- OF-WAY OF U.S. HIGHWAY 441 TO THE SOUTH LINE OF SAID SECTION 20; THENCE RUN N 89°43'35" W ALONG THE SOUTH LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING.

Parcels previously added to the boundary in 2020:

PARCEL ID	LEGAL DESCRIPTION
20-19-27-0003-000-06300	N/A
20-19-27-0003-000-01100	FROM SW COR OF SEC RUN N ALONG SAID W LINE OF SEC 25 FT FORPOB, CONT N TO NW COR OF SW 1/4 OF SW 1/4, E ALONG N LINE OFSW 1/4 OF SW 1/4 A DIST OF 330 FT, S 6DEG W 1295 FT TO N'LYR/W LINE OF LIMIT AV, W ALONG SAID N'LY R/W 330 FT TO POBORB 1283 PG 2053
20-19-27-0003-000-06200	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTHRANGE 27 EAST RUN NORTH 06-13-21 EAST ALONG THE WEST LINE OFSECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THENORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLYRIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASUREDPERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THESOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89-43-31 EASTALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THESOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THEPOINT OF BEGINNING, RUN NORTH 06-12-45 EAST 1261.96 FEET TOTHE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4,NORTH 89-55-08 EAST ALONG SAID NORTH LINE 313.09 FEET TO THENORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THESOUTHWEST 1/4, SOUTH 05-14-23 WEST ALONG THE EAST LINE OFSAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 ADISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEETNORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINEOF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION20, THENCE NORTH 89-43-36 WEST PARALLEL WITH AND 475 FEETNORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTHLINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB1283 PG 2053, SOUTH 06-12-45 WEST PARALLEL WITH AND 215 FEETEASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EASTLINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEETTO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMITAVENUE, THENCE NORTH 89-43-46 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNINGORB 5311 PG 1181

Legal Description of Expansion Area

The following narrative summarizes the parcels contained within the proposed Northeast CRA expansion area and their associated legal descriptions. Taken in total the following narrative comprises all of the individual parcels' legal descriptions for the proposed expansion area. Please note that this does not constitute an official survey legal description of the proposed expansion area boundaries as may be prepared by a licensed surveyor but represents a summary of the individual TIF-Contributing participating parcels' legal descriptions as provided by Lake County's Property Appraiser's Office and used verbatim.

RENUM[3]	LEGAL DESCRIPTION
201927000300001400	FROM SW COR OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT, N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, N 40-01-05 W ALONG SAID HWY 125 FT FOR POB, RUN S 49-59-25 W 466.05 FT, S 35-45-51 E 70.33 FT, S 49-59-25 W 37.12 FT, S 60-48-54 W 328.61 FT, S 46-20-30 W 72.53 FT TO N LINE OF SE 1/4 OF SW 1/4, S 89-55-0 W TO SW COR OF NE 1/4 OF SW 1/4, N ALONG SAID W LINE TO NW COR OF NE 1/4 OF SW 1/4, E ALONG SAID N LINE TO A POINT SW'LY R/W LINE OF US HWY 441, SE'LY ALONG SAID SW'LY R/W LINE OF US HWY 441 TO POB--LESS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04-15-18 EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46-20-30 EAST 219.78 FEET, NORTH 60-48-54 EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49-59-27 WEST 256.45 FEET, SOUTH 35-45-51 EAST 70.33 FEET, SOUTH 49-59-25 WEST 37.12 FEET, SOUTH 60-48-54 WEST 328.61 FEET, SOUTH 46-20-30 WEST 72.56 FEET, SOUTH 89-55-00 WEST 181.34 FEET TO THE POINT OF BEGINNING-- ORB 1205 PGS 646 651
201927000200001000	W 1/2 OF NW 1/4 LYING S OF HWY 441--LESS BEG AT W 1/4 COR RUN N 02-55-30 W ALONG W LINE OF NW 1/4 567.89 FT TO S R/W OF US HWY 441, RUN N 87-22-0 E ALONG SAID S R/W LINE 530 FT, THENCE DEPARTING SAID S R/W LINE RUN S 02-55-30 E 312.84 FT, S 87-22-0 W 60 FT, S 02-55-30 E 255.8 FT, S 87-27-30 W 470 FT TO POB--LESS LAKESIDE AT WATERMAN VILLAGE PB 76 PB 30-32--
201927000200005800	SE 1/4 OF NW 1/4 LYING SW'LY OF US HWY 441 ORB 1205 PGS 646 651

[3] Parcel ID number listed in the County Property Tax Appraiser records.

201927000300001200	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-00-00 EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT ST TO THE POINT OF BEGINNING--FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 06-13-21 EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89-43-31 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06-12-45 EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05-14-23 WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89-43-36 WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06-12-45 WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89-43-46 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING-- DB 145 PGS 139 141
191927060000L00000	SUNSET HEIGHTS TRACTS L & N PB 3 PG 34

Appendix B: Resolution Approving Community Redevelopment Area

EXHIBIT #1

Intergovernmental/Interagency Agreement Between the City of Mount Dora and the Community Redevelopment Agency
Relating to CRA Operations and Funding of Projects

RESOLUTION NO. 89-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA PURSUANT TO SECTION 163.355, FLORIDA STATUTES, DECLARING A FINDING OF NECESSITY THAT ONE OR MORE SLUM OR BLIGHTED AREAS EXIST IN THE CITY THAT REQUIRE THE REHABILITATION, CONSERVATION OR REDEVELOPMENT, OR A COMBINATION THEREOF, IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE OF THE RESIDENTS OR CITIZENS OF MOUNT DORA; PROVIDING FOR THE DESCRIPTION OF THE AREAS CONTAINING APPROXIMATELY 300 ACRES! PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Mount Dora recognizes the need to rehabilitate, conserve or redevelop slum or blighted areas of the City;

WHEREAS, the City has prepared documentation supporting a Finding of Necessity as required by Section 163.355, Florida Statutes that such slum or blighted areas exist in the northeast section of the City, said section being more specifically described by Exhibit "A" which is attached hereto and by reference made a part hereof; and

WHEREAS, the said supporting documentation is included in this Resolution as Exhibit "A" and has been reviewed by the City Council and is hereby adopted and incorporated herein; and

WHEREAS, said Finding of Necessity has determined that there exists within the City a certain area which meets the definition in Section 163.340, Florida Statutes, as a blighted area in that there are a substantial number of slum, deteriorated, or deteriorating structures which for the following factors substantially impair or arrest the sound growth of the municipality and constitute a menace to the public health, safety, morals or welfare of the residents therein;

{a) There is a predominance of defective or inadequate street layout so that vehicular traffic circulation, parking and pedestrian circulation are not properly accommodated.

{b) There is a predominance of faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(c) Because of drainage problems and antiquated infrastructure certain unsanitary or unsafe conditions exist;

(d) There is a predominance of dilapidated and substandard structures lying within the district which are unsafe, unsanitary and unfit for human habitation;

(e) The area has a high concentration of drug use and abuse in that a disproportionate share of all drug arrests made in

the City by the Mount Dora Police Department and the Fifth Circuit Drug Task Force are made in the northeast section of the city. Statistics show that drug abuse leads to higher crime rates and increases in sex-related diseases;

(f) There is an accumulation of debris on vacant lots or around vacant buildings in the area;

(g) There is inadequate off-street parking available in the north-east commercial district;

(h) There are only five businesses in the northeast commercial district that employ less than ten persons. There are no businesses in the northeast area that employ the unskilled low to moderate income persons except for the City of Mount Dora.

(i) The dilapidated and substandard structures retard growth and property values;

(j) There is a shortage of affordable housing for low and moderate income persons;

(k) There is a shortage of safe, affordable, standard housing for the elderly; and

WHEREAS, the City Council specifically desires to express this Finding of Necessity pursuant to Part III, Chapter 163, Florida Statutes,

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

SECTION 1: The City Council hereby determines and finds that the area in Mount Dora described by Exhibit "B" and graphically illustrated by the map attached hereto and by reference included herein as Exhibit "C" is a slum or blighted area or an area in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly.

SECTION 2: The City Council hereby determines that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the areas described by Exhibit "B" is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Mount Dora.

SECTION 3: The City Council hereby expresses its intent that this Resolution, with exhibits, fulfill the finding of necessity required by Section 163.335, Florida Statutes,

SECTION 4: The City Council hereby expresses its desire that public and private financial, planning, and redevelopment resources should be developed and mobilized to rehabilitate, conserve, or redevelop the area described in Exhibit "B".

SECTION 5: The City Council hereby expresses its intent that this Resolution shall be a requisite step in commencing community redevelopment activities under Part III of Chapter 163, Florida Statutes.

SECTION 6: This resolution shall take effect immediately upon its passage, this 15th day of August, 1989.

Jeffrey S. Book

JEFFREY S. BOOK, Mayor and President
City Council

Attested by:

EXHIBIT "A"

SUPPORT DOCUMENTATION
FOR THE FINDING OF NECESSITY
COMMUNITY REDEVELOPMENT DISTRICT
JULY 1989

City of Mount Dora Public Works Director and Building Official have inspected the areas within the legal description shown by Exhibit "B" to Resolution No. 89-19 and have found the following conditions to exist:

1. There is a predominance of defective or inadequate street layout so that vehicular traffic circulation, parking and pedestrian circulation are not properly accommodated. Furthermore, there are no municipally owned parking lots in the northeast commercial districts and none of the existing businesses have adequate off-street parking as required under the Land Development Code. Several buildings are externaly close to the road right-of-way and those businesses that provide some off-street parking must back directly in the streets which is a safety hazard. Sidewalks only exist on one side of Grandview Street and are on the opposite side of the street of all but one business, thereby causing pedestrians to walk in the street to patronize the majority of the businesses and creating an unsafe condition for pedestrians.

2. There is a predominance of faulty lot layout in relation to size, adequacy, accessibility or usefulness. Many of the lots are small and cannot provide the required oft-street parking or are inaccessible because previous owners sold off portions of their property. Some properties represent nonconforming uses and some were platted with lot widths of fifty feet or less.

3. Because of drainage problems and antiquated infrastructure certain unsanitary or unsafe conditions exist. The streets in a majority of the area do not have proper drainage systems which creates flood conditions in heavy rains. The stagnant water conditions create unsanitary and unsafe conditions within the area.

4. There is a predominance of dilapidated and substandard structures lying within the proposed boundaries which are unsafe, unsanitary and unfit for human habitation. Based on a housing survey in November of 1985, there were a total of 252 dilapidated structures in the northeast area including 25 in the commercial district.

5. The area has a high concentration of drug use and abuse. Sixty-eight percent (68%) of all drug arrests made in the City of Mount Dora by the Mount Dora Police Department and the Fifth Judicial Drug Task Force since October, 1988 were made in the northeast area of the City. Statistics show that drug

use and abuse leads to higher crime rates and sex-related diseases. Of the 110 drug arrests made, 73 have been made in the northeast section of the City which encompasses this area.

6. There is an accumulation of debris, lumber and other materials on vacant lots and around vacant buildings. There are also several overgrown lots in the area.

7. There are only five businesses in the northeast commercial district: a grocery store and coin laundry, two bar/lounges, a barbecue stand and a game room. The five businesses employ less than ten persons combined. There is a need for more businesses to boost the commercial base and to provide jobs for the residents of the area especially for unskilled persons.

8. The dilapidated and substandard structures retard growth and property values. The tax roll shows that most properties in the proposed district pay very little, if any, property taxes.

9. There is a shortage of affordable housing for low and moderate income persons. Based on the median income of the residents of the area, the increasing cost of new homes, and the fact that there are 252 substandard and dilapidated homes in the area, it is evident that there is a lack of affordable housing.

10. There is a shortage of safe standard and affordable housing for the elderly. The conditions in paragraph 7 substantiate this finding as well.

These conditions constitute serious problems which are a menace to public health, safety and welfare. They also present serious community concerns in that they contribute to the moral decay of the community, juvenile delinquency, crime, disease, and unsanitary conditions.

The area is in need of immediate attention through the demolition of substandard and dilapidated structures; the elimination of slum and blight conditions; the removal of illegal drug use and activity from the area; the providing of affordable housing, jobs, a strong tax base, and a viable commercial district; the preservation of historic structures; and the providing of streetscape and recreational programs.

These findings attest to some of the most prevalent conditions that exist in the area. An immediate effort should be made to address these problems through a redevelopment plan and a tax increment financing district.

EXHIBIT "B"

LEGAL DESCRIPTION

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Block 18, Section 30 Township 19 Range 27; run thence north along the west right of way line of Baker Street to the southerly right of way line of Linea 1 n Avenue; thence east along said southerly right of way and the easterly extension thereof of Lincoln Avenue to a point on the east right of way line of Tremain Street; thence north along the said easterly right of way line of Tremain Street to the easterly extension of the southerly right of **way** of Granite State court, thence west along said southerly right of way line of said Granite State Court, the easterly extension thereof and the south line of Lot 12 of Granite State Court, as recorded in Plat Book 6, Page 44, Public Records of Lake County, Florida to the west line of said Granite State Court Subdivision; thence north along the said west 1 ine of Granite State Court Subdivision to the southerly right of way of Jackson Avenue; thence west along said southerly right of way line of Jackson Avenue to a point on the southerly extension of the east line of Lot 12, Block "B" of Riley's Subdivision, as recorded in Plat Book 5, Page 31, Public Records of Lake County, Florida; thence north along the east lines of Lots l through 12, Block "A" and Lots 1 through 12, Block "B" of said Riley's Subdivision, and the northerly and southerly extension thereof to the southerly right of way line of Fearon Avenue, thence east along said southerly right of way line of Fearon Avenue and the easterly extension thereof to the easterly right of way line of said Tremain Street; thence north along said easterly line of Tremain Street to the north line of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence along said north line of said northerly most boundary a distance of 4,035 feet, thence south 965 feet, east 355 feet to the south right of way line of Pine Avenue, proceed east along the south right of way line of Pine Avenue and the north line of Mount Dora Height Subdivision to Lot 1 as recorded in the Public Records of Lake County, Florida; run thence south along the easterly most boundary of said subdivision a distance of 1,370 feet to a point on the north 1 ine of the south 1/ 2 of Section 29, Township 19, Range 27, from said point proceed east 660 feet to the westerly right of way of New U. S. Highway 441, thence south along said right of way of said highway 330 feet; thence west 165 feet, south 330 feet. then east 150 feet to said westerly right of way of New U.S. Highway 441, proceed thence south 90 feet to said point, then proceed west 1568 feet to a point 152.5 feet from the southwest corner of Block 217; proceed west to the easterly most boundary of Dora Heights Subdivision, Block "A" recorded in the Public Records of Lake County, Florida; proceed south to said southerly right of way line of Lot 22, thence west along said southerly property line of Lots 22 and 10 of said Dora Heights Subdivision, Block "A" continue west along said southerly line of Lot 10 of Block "B" of said subdivision; continue west along the north 152 feet of Blocks 219 and 220, thence proceed west to the easterly boundary of Waller

proceed east along said south property lines of Lots 12 through 1 in said subdivision, continue east to Block 223, then north 6 feet to the south boundary of Lot 14 in Sunni land Subdivision as recorded in the Public Records of Lake County, Florida; proceed west along said southerly boundary at Lots 14 through 6, thence north 25 feet to the south line of Lot 4 thence west to the easterly boundary of Gorham Subdivision, Block B; thence south to the southern boundary of Lot 13 of said subdivision, proceed west along side south boundary of Lots 13 and 18 in said subdivision, continue west in Block A of said subdivision over the northerly most boundary of Lots 14 and l, continue west over the south boundary of the north 1/2 of Blocks 11 and 12, Section 29, Township 19, Range 27 to the wester ly boundary of said section, thence proceed west to point of beginning.

Appendix C: Updated Finding of Necessity for Boundary Modification

RESOLUTION NO. 2017-79 (NE-CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA, FLORIDA; AUTHORIZING THE CHAIRMAN TO EXECUTE SAID AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, discussions have occurred relative to the use of an Interlocal Agreement between the Northeast Community Redevelopment Agency (hereinafter sometime referred to as "CRA") and the City of Mount Dora (hereinafter sometimes referred to as "City") to clearly articulate the relationship between the two (2) distinct organizations; and

WHEREAS, the benefits of executing such an Interlocal Agreement include the acknowledgement of the independence and interdependence of the two (2) separate legal entities and the clear identification of shared activities, collaborative projects and shared resources; and

WHEREAS, items addressed in the Interlocal Agreement include the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, such an Interlocal Agreement will address how the Northeast Community Redevelopment Agency and the City coordinate expenditures under the CRA budget with the City's budgetary processes and clarify how CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, similar Interlocal Agreements have been utilized successfully elsewhere by CRA's together with their respective municipalities; and

WHEREAS, the Interlocal Agreement provided in Exhibit 1 was previously approved by the City at its June 20, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORA, AS FOLLOWS:

SECTION 1. Recitals/Findings Adopted. The above recitals (whereas clauses) are hereby adopted by the Northeast Community Redevelopment Agency (NE-CRA) and made substantive part of this Resolution. The NE-CRA Board has taken all appropriate and required action necessary to the processing and approval of this Resolution.

SECTION 2. Approval of Interlocal Agreement. The Northeast Community Redevelopment Agency approves the Interlocal Agreement with the City of Mount Dora City Council provided in Exhibit 1.

SECTION 3. Authorization to Execute Agreement. This Northeast Community Redevelopment Agency authorizes the Chairman to execute the Interlocal Agreement provided in

Exhibit 1.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and the Northeast CRA Executive Director 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. The City Council authorizes the City Manager to execute memorandums of understanding/agreement with the Northeast Community Redevelopment Agency.

SECTION 5. Savings. All prior actions of the City relative to the Northeast 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 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 20th day of June, A. D, 2017.

NICK GIRONE
CHAIRMAN

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT #1

Intergovernmental/Interagency Agreement Between the City of Mount Dora and the Northeast Community Redevelopment Agency Relating to Northeast CRA Operations and Funding of Projects

EXHIBIT #1

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 Intergovernmental/Interagency Agreement, is made and entered into this 20th day of June, 2017, *nunc pro tunc* to the effective date of the existence of the Northeast Community Redevelopment Agency referenced below by and between the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (hereinafter referred to as the "CITY") and the Northeast Community Redevelopment Agency, a dependent special district, (hereinafter referred to as the "Northeast CRA"), whose establishment was authorized pursuant to Part III, Chapter 163, *Florida Statutes*, and as further authorized by City of Mount Dora Ordinance Number 546, City of Mount Dora Resolution 90-08 and prior enactments.

W I T N E S S E T H

Whereas, by means of the enactment of City Ordinance Number 546, City Resolution 90-08 (and prior enactments) the City Council of the City of Mount Dora created the Northeast CRA; and

Whereas, the City Council of the City and the Northeast CRA desire to cooperate and collaborate in the funding and implementation of numerous projects and activities; and

Whereas, the City Council of the City has authorized and instructed City Staff to function as staff to the Northeast CRA while recognizing the Northeast CRA's legal status as a separate legal entity as a dependent special district and the Northeast CRA has accepted the relationship with City Staff; and

Whereas, the intent of this Intergovernmental/Interagency Agreement is to memorialize the understandings relative to the daily operations of the Northeast CRA with the assistance of the City while also providing an expeditious means of facilitating the funding and implementation of numerous projects and activities in which both the City and the Northeast CRA are interested and involved; and

Whereas, the City and the Northeast CRA desire to cooperate in the funding and implementation of numerous projects and activities in order to revitalize and redevelop the Northeast CRA for the benefit of the citizens of the City by utilizing the anticipated Northeast CRA annual *ad valorem* tax increment revenues deposited in the Northeast Community Redevelopment Trust Fund in accordance with the Northeast Community Redevelopment Plan; and

Whereas, the projects and activities of the Northeast CRA are of benefit to the citizens of the City and serve an essential public purpose; and

Whereas, the City possesses human and other resources and the ability to provide services to the Northeast CRA that would benefit the Northeast CRA's operation if utilized cooperatively; and

Whereas, the City and the Northeast CRA find and declare that it is in the best interest of the public and of both agencies for the parties to share certain resources in a cooperative manner; and

Whereas, this Intergovernmental/Interagency Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 163 and 166, *Florida Statutes*, and other applicable law.

Now, Therefore, in consideration of the premises and the promises, covenants,

agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by both parties, the City and the Northeast CRA agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Intergovernmental/Interagency Agreement upon which the City and the Northeast CRA have relied.

Section 2. Term. This Intergovernmental/Interagency Agreement shall become effective upon approval by the governing bodies of the City and the Northeast CRA and shall remain in effect for an indefinite period subject to termination by either the City or the Northeast CRA by providing the non-terminating party no less than ninety (90) days advance written notice. In any event, this Intergovernmental/Interagency Agreement shall terminate upon expiration or other termination of the Northeast CRA.

Section 3. Collaboration; Memorandums of Understanding.

A. The City and the Northeast CRA recognize that while they are two separate legal, governmental entities, it is feasible and cost efficient to share certain employees, facilities, services, and systems. Specific arrangements for the cooperative sharing of resources shall be approved by the City Manager of the City prior to implementation.

B. The Northeast CRA agrees to reimburse the City for all City employee utilization, services, space, and equipment at rates to be determined by the City Manager of the City if additional costs are incurred to accommodate the needs of the Northeast CRA to accomplish its purposes and projects.

C. The Purchasing Department of the City shall provide procurement services to the Northeast CRA, pursuant to the laws, rules, policies, and procedures as established by the

controlling laws of the State of Florida, the City's purchasing policies and procedures, and all other legal requirements applicable to procurement. The Northeast CRA agrees to utilize the City's procurement system for all procurement needs. The City's Purchasing Manager shall also be and serve as the Chief Procurement Officer for the Northeast CRA.

D. The City consents for the City's Finance Director to serve as Treasurer of the Northeast CRA. The Northeast CRA shall use the City's financial software for all procurement purposes and follow all City finance policies and procedures.

E. The City shall permit its current valid master agreement and contracts to be utilized by the Northeast CRA pursuant to the provisions of Section 287.056, *Florida Statutes*, as the terms and conditions of these agreements and controlling state law may permit and as otherwise provided herein. However, the use of existing contracts which fall under the relevant provisions of Section 287.055, *Florida Statutes*, known as the "Competitive Consultant Negotiation Act" shall not be allowed per Section 189.053, *Florida Statutes.*

F. Each party to this Intergovernmental/Interagency Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Intergovernmental/Interagency Agreement of that party and the officers, employees, and agents thereof.

G. The waiver of a provision herein by either the City or the Northeast CRA shall not constitute the further waiver of said provision or the waiver of any other provision.

H. The City and the Northeast CRA shall collaborate on various projects and activities by means of the execution of memorandums of understanding between the City Manager of the City, or designee, and the Executive Director of the Northeast CRA as authorized by the City Council of the City and the Northeast CRA, respectively.

Section 4. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Intergovernmental/Interagency Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal or other pertinent agreement relating to said subject and in effect within Lake County.

Section 5. *Force Majeure.* In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or *force majeure*, then said party shall not be in default hereunder.

Section 6. Binding Effect. This Intergovernmental/Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 7. Assignment. This Intergovernmental/Interagency Agreement shall not be assigned by either party without the prior written approval of the other.

Section 8. Public Records. The City and the Northeast CRA shall allow public access to all documents, papers, letters or other materials that have been made or received by the Northeast CRA in conjunction with this Intergovernmental/Interagency Agreement.

Section 9. Records and Audits. The Northeast CRA shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed under this Intergovernmental/Interagency Agreement. Such records shall be available at the Northeast CRA's place of business at all reasonable times during the term of this Intergovernmental/Interagency Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted

accounting and auditing principles.

Section 10. Notices.

A. Whenever either party desires to give notice unto the other, notice may be sent to:

For the City:	City Manager City of Mount Dora 510 N. Baker Street Mount Dora, Florida, 32757
With a copy to:	City of Mount Dora, Finance Director 510 N. Baker Street Mount Dora, Florida, 32757
	City of Mount Dora City Clerk 510 N. Baker Street Mount Dora, Florida, 32757
For the CRA:	Northeast CRA Chairman 510 N. Baker Street Mount Dora, Florida 32757
With a copy to:	Northeast CRA Planning Director 510 N. Baker Street Mount Dora, Florida 32757

B. Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices, reports or invoices. All notices shall be effective upon receipt.

Section 11. Indemnification. The City and the Northeast CRA further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such partied under the laws of the State of Florida, nor as a waiver of sovereign immunity of City and Northeast CRA beyond the waiver provided for in Section 768.28, *Florida Statutes*.

Section 12. Conflict of Interest. The City and the Northeast CRA further agree that they will not engage in any action that would create a conflict of interest in the performance of

its obligations pursuant to this Intergovernmental/Interagency Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 13. Equal Opportunity Employment. The Northeast CRA agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Intergovernmental/Interagency Agreement because or on account of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: retention; award of contracts; employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the prohibition of sexual harassment.

Section 14. Compliance with Laws and Regulations. In performing under this Intergovernmental/Interagency Agreement, the City and the Northeast CRA shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Intergovernmental/Interagency Agreement, and shall entitle the non-violating party to terminate this Intergovernmental/Interagency Agreement immediately upon delivery of written notice of termination to the violating party.

Section 15. Employee Status.

A. Persons employed or retained by the Northeast CRA in the performance of services and functions pursuant to this Intergovernmental/Interagency Agreement shall have no

claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

B. The Northeast CRA assumes total and plenary responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to Northeast CRA personnel and agrees to indemnify and hold the City harmless from any responsibility for same. The Northeast CRA also agrees to place this provision in all contracts and agreements with its agents and contractors pertaining to the any project of the Northeast CRA such that its agents and contractors shall assume all such liability and shall indemnify and hold the Northeast CRA and the City harmless from any and all such costs and liability.

Section 16. Headings. All sections and description headings in this Intergovernmental/Interagency Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 17. Entire Agreement. This Intergovernmental/Interagency Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. Any alterations, amendments, deletions, or waivers of the provisions of this Intergovernmental/Interagency Agreement shall be valid only when expressed in writing and duly signed by the City and the Northeast CRA.

Section 18. Counterparts. This Intergovernmental/Interagency Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Intergovernmental/Interagency Agreement to be executed on the day and year first above written.

Attest:

Gwen Keough-Johns, MMC
Northeast CRA Clerk

NORTHEAST CRA

By: _____
Nick Girone
Northeast CRA Chairperson
Date: 4-20-17

For the use and reliance
of Northeast CRA only.
Approved as to form and
legal sufficiency.

Northeast CRA Attorney
J. Cockcroft

EXHIBIT #1

Attest:

Gwen Keough-Johns, MMC
City Clerk

CITY OF MOUNT DORA

By: _____
Nick Girone, Mayor
Date: 12-20-17

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

William L. Colbert, Esquire
City Attorney
by J. Cockcroft

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

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution 2024-31**, Partial Release and Termination of Utility Easement

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Introduction:
This is a request for Council to adopt Resolution No. 2024-31, approving a partial release and termination of a utility easement on private property.

Discussion:
Simpson Family Partnership, Ltd., granted to the City that Grant of Easement dated June 9, 1994, and recorded on July 6, 1994, in Official Records Book 1304, Page 2067 in the Public Records of Lake County, Florida, solely for the construction, placement, maintenance, and repair of overhead electrical transmission and distribution lines. The current property owner has requested that the City release that portion of the Utility Easement on their property and the City has determined that the portion of the Utility Easement on Owner's Property no longer serves a public purpose. As such, staff is requesting approval to terminate this portion of the utility easement.

The property owner intends to temporarily relocate overhead electrical utility infrastructure on their property while the City completes an undergrounding project to serve the Mount Dora Groves South development. The property owner has agreed to grant a Temporary Utility Easement on their property in order to facilitate the City of Mount Dora's electric utility line undergrounding project by allowing temporary placement of overhead electrical utility infrastructure on their property while the undergrounding project underway through completion. The City has agreed to remove their electrical utility infrastructure from the Easement Area within thirty days of completion of the undergrounding project.

Staff requests two motions be made by Council for this item:

- Move to adopt Resolution No.2024-31 for the partial release and termination of the utility easement identified by Lake County as Tax Parcel ID # 20-19-27-0002-000-01000

(Alt Key 1445710) and Tax Parcel ID # 20-19-27-0002-000-05800 (Alt Key 3884340) (collectively, "Owner's Property," and

- Move to accept the temporary utility easement as described in Exhibit A of the document attached to this agenda item and titled Temporary Utility Easement.

Budget Impact:
There is no anticipated financial impact from this action.

Strategic Impact:
This action will not adversely impact the Strategic Plan for the City of Mount Dora.

Recommendation:
City Council to provide separate motions for each document, recommended as follows:

Motion 1: The City Council adopt Resolution No. 2024-31, approving the partial release and termination of the utility easement in Official Records Book 1304, Page 2067 in the Public Records of Lake County, Florida

Motion 2: The City Council to accept the Temporary Utility Easement described in Exhibit A of the document attached to this agenda item and titled Temporary Utility Easement.

Attachment(s):
1. Temporary Utility Easement - HUPP RE - FINAL

Prepared by:	Michele Janiszewski, Senior Planner	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 9/4/2024
	Steve Langley, Electric Utility Director	Approved - 9/9/2024
	City Attorney, City Attorney	Approved - 9/10/2024
	Jeanann Hand, City Clerk	Approved - 9/10/2024
	Vince Sandersfeld, City Manager	Final Approval - 9/10/2024
	Vince Sandersfeld, City Manager	

Prepared by:
Andrew J. Hand
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Cntr Pkwy
Suite 100
Maitland, Florida 32751

Return to:
City Clerk
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

TEMPORARY UTILITY EASEMENT

This **Temporary Utility Easement Agreement** ("Agreement") made this ____ day of _____, 2024 between **One Oak MD Groves, LLC,** a Florida Limited Liability Company ("Grantor"), whose address is 907 South Ft. Harrison Avenue, Suite 102, Clearwater, Florida 33756, and the **City of Mount Dora**, a Florida municipal corporation, whose mailing address is 510 N. Baker Street, Mount Dora, FL 32757 ("Grantee").

WITNESSETH

WHEREAS, Grantee has and intends to temporarily relocate overhead electrical utility infrastructure to that portion of Owner's property described herein while completing an undergrounding project to serve Owner's property and other properties within the same vicinity; and

WHEREAS, Grantor has agreed to grant a Temporary Utility Easement on Grantor's property to Grantee per this Agreement as depicted and described on Exhibit "A" attached hereto in order to facilitate Grantee's utility line undergrounding project by allowing temporary placement of overhead electrical utility infrastructure on Grantor's property while the undergrounding project underway through completion.

Now, therefore, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by City, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves, their successors, and assigns, agree as follows:

1. **Recitals.** The recitals set forth above are agreed to be true and correct and are incorporated into the terms and conditions of this Agreement.

2. **Grant of Temporary Utility Easement.** Grantor grants to Grantee a Temporary Utility Easement on, above, under, and across that portion of Grantor's property depicted and described on Exhibit "A," attached hereto and made a part hereof (the "Easement Area"). Grantor and Grantee agree that the rights granted herein shall terminate upon Grantee's completion of its undergrounding project and subsequent removal of all utility infrastructure within the Easement Area. Grantee shall remove its electrical utility infrastructure from the Easement Area within thirty days of completion of the undergrounding project. This Agreement is made upon the condition that should the Grantee, its

successors or assigns, abandon or cease to use the Easement Area for the purposes set forth in this Agreement, then the rights herein granted shall terminate and vest in the Grantor, its successors, and assigns. Grantee shall use said easement for the purposes more specifically described herein.

3. **Purpose.** The Grantee shall use the Easement Area exclusive and solely for the purpose of constructing and maintaining electrical utility improvements which shall include, but not be limited to the right of ingress and egress, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of electrical poles and lines, and related infrastructure over, in and through the Easement Area. Additionally, Grantee agrees that Grantor, its successors and assigns, may use the Easement Area for any purpose which would not otherwise interfere with Grantee's use of the Easement Area.

4. **Construction and Maintenance.** The Grantee, as a result of the construction, installation, and /or operation of all improvements located upon the Easement Area, shall continue to maintain and or properly repair any and all improvements throughout the term of this Agreement.

5. **Covenants Running with the Land.** This Agreement shall be appurtenant to and run with the land, and shall be for the benefit of and binding upon the parties and their respective successors and assigns; and shall supersede and control, should any conflicting easements exist.

IN WITNESS WHEREOF, the parties have signed below.

[Signatures on following pages]

[Rest of this page left intentionally blank]

GRANTOR:

Signed, Sealed and Delivered in the presence of:

One Oak MD Groves, LLC, a Florida Limited Liability Company
By: Hupp RE Holdings, LLC, as Manager

_____
Witness Signature

_____
Print/Typed Witness Name

Witness Address:_____
_____+

By:_____
Andrew J. Hupp, Manager

_____
Witness Signature

_____
Print/Typed Witness Name
Witness Address:_____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2024 by Andrew J. Hupp, as Manager of Hupp RE Holdings, LLC a Florida Limited Liability Company as Manager of One Oak MD Groves, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or [_] has produced a driver's license as identification.

_____
Notary Public
My Commission expires:

GRANTEE:

Signed, sealed and delivered
in the presence of:

The City of Mount Dora, a Florida
municipal corporation

_____
Witness Name: _____

Witness Address:_____
_____

By:_____
Crissy Stile, Mayor

_____

Witness Name: _____

Witness Address:_____
_____
Attest:

_____
Jeanann Hand, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2024 by Crissy Stile, as Mayor of The City of Mount Dora, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or [_] has produced a driver's license as identification.

_____
Notary Public
My Commission expires:

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF FIDDLER DRIVE PER PLAT OF LAKESIDE AT WATERMAN VILLAGE AS RECORDED IN PLAT BOOK 76, PAGE 30 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY; THENCE ALONG THE NORTH LINE OF SAID FIDDLER DRIVE, S 89°32'15" W, 91.22 FEET; THENCE DEPARTING SAID LINE, ALONG THE EAST RIGHT OF WAY LINE OF J.W. SIMPSON WAY, N 00°21'47" W, 9.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N 00°21'47" W, 10.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N 89°59'45" E, 193.82 FEET; THENCE S 82°57'03" E, 181.50 FEET; THENCE S 68°51'42" E, 282.71 FEET; THENCE S 72°18'50" E, 290.36 FEET; THENCE S 73°44'42" E, 308.54 FEET; THENCE S 75°57'39" E, 232.30 FEET; THENCE S 75°05'13" E, 311.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S 40°01'43" E, 17.41 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N 75°05'13" W, 325.99 FEET; THENCE N 75°57'39" W, 232.41 FEET; THENCE N 73°44'42" W, 308.86 FEET; THENCE N 72°18'50" W, 290.79 FEET; THENCE N 68°51'42" W, 281.78 FEET; THENCE N 82°57'03" W, 179.65 FEET; THENCE S 89°59'45" W, 193.14 FEET TO THE POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	S 89°32'15" W	91.22'
L2	N 00°21'47" W	9.39'
L3	N 00°21'47" W	10.00'
L4	N 89°59'45" E	193.82'
L5	S 82°57'03" E	181.50'
L6	S 68°51'42" E	282.71'
L7	S 72°18'50" E	290.36'
L8	S 73°44'42" E	308.54'
L9	S 75°57'39" E	232.30'
L10	S 75°05'13" E	311.82'
L11	S 40°01'43" E	17.41'
L12	N 75°05'13" W	325.99'
L13	N 75°57'39" W	232.41'
L14	N 73°44'42" W	308.86'
L15	N 72°18'50" W	290.79'
L16	N 68°51'42" W	281.78'
L17	N 82°57'03" W	179.65'
L18	S 89°59'45" W	193.14'

PAGE 1 OF 2
LEGAL/SKETCH ONLY
–THIS IS NOT A BOUNDARY SURVEY–

SCALE: 1"= 200'
DRAWN BY: ABT
DWG. No.2308–100–44
PROJ. No.2308–100–44

MD GROVES
TEMPORARY POWER

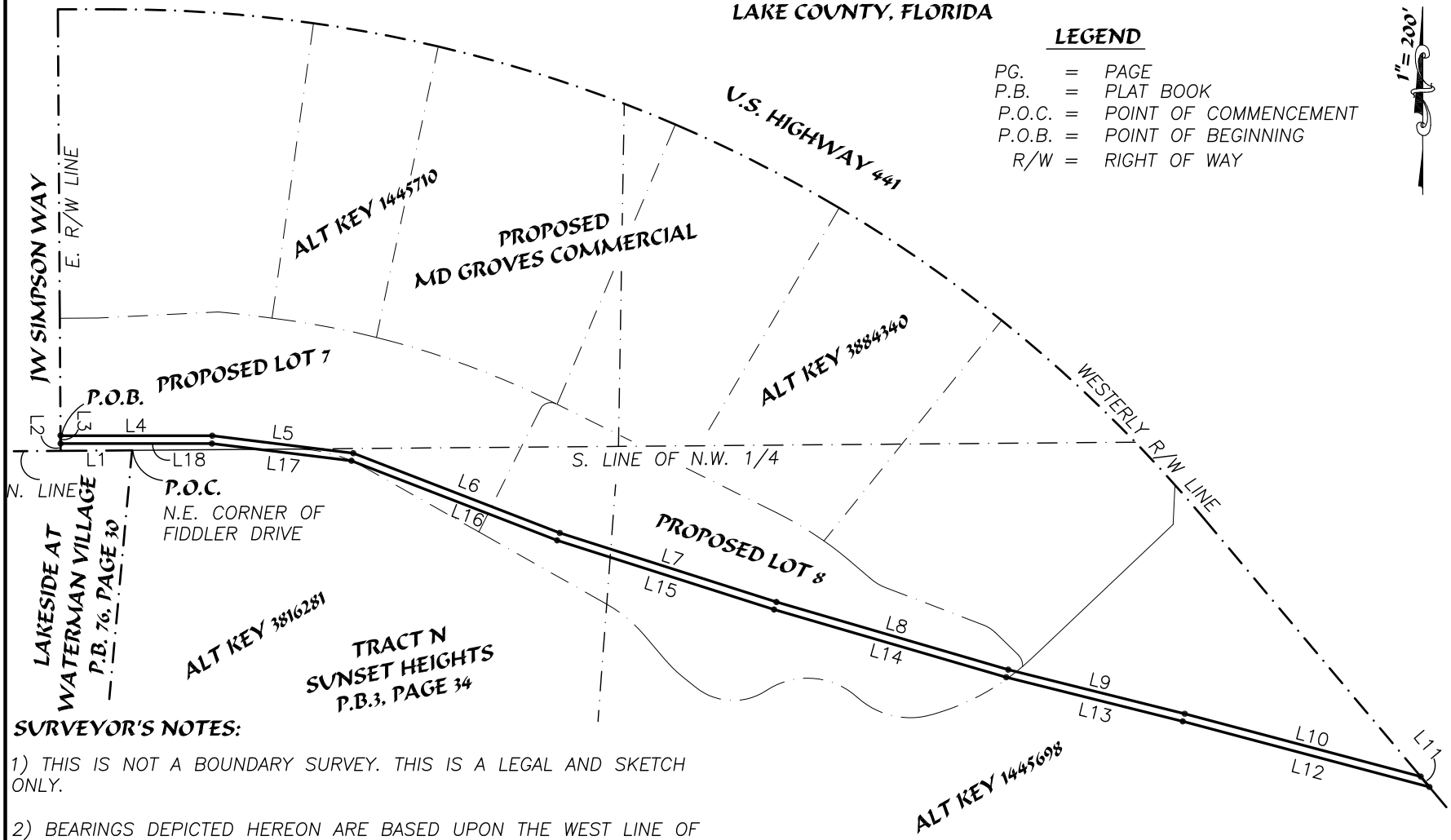
EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973–2092
EMail: alex@extreme–surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

LEGEND

PG.	=	PAGE
P.B.	=	PLAT BOOK
P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
R/W	=	RIGHT OF WAY

1"= 200'



SURVEYOR'S NOTES:

1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.

2) BEARINGS DEPICTED HEREON ARE BASED UPON THE WEST LINE OF LOT 2 OF SANDY RIDGE VILLAGE, AS BEING N 00°14'59" W, PER FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE EAST. STATE PLANE COORDINATES BASED UPON CONTROL POINTS "11 91 GPS 5" AND "11 91 GPS 6", NORTH AMERICAN DATUM (N.A.D. 83), ZONE EAST.

3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Date Signed: 8-29-24

Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

PAGE 2 OF 2
LEGAL/SKETCH ONLY
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RESOLUTION 2024 – 31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE 'PARTIAL RELEASE AND TERMINATION OF UTILITY EASEMENT' OF A PORTION OF A TWENTY-FIVE (25) FOOT UTILITY EASEMENT LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVING'S CLAUSE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Simpson Family Partnership, Ltd., granted to City that Grant of Easement dated June 9, 1994, and recorded on July 6, 1994, in Official Records Book 1304, Page 2067 in the Public Records of Lake County, Florida, solely for the construction, placement, maintenance, and repair of overhead electrical transmission and distribution lines having a minimum height from ground level of not less than 25 feet (the "Utility Easement"); and

WHEREAS, the Utility Easement is located within the Northwest Quarter of Section 20, Township 19 South, Range 27 East, on property within the City of Mount Dora, Florida; and

WHEREAS, the Utility Easement was established for the sole purpose of the construction, placement, maintenance, and repair of overhead electrical transmission and distribution lines; and

WHEREAS, the Utility Easement is located on multiple parcels; and

WHEREAS, One Oak MD Groves, LLC, (the "Owner") is successor in fee simple interest and title to two servient parcels that are subject to a portion of the Utility Easement; and

WHEREAS, Owner's servient parcels referenced above are identified by Lake County Tax Parcel ID # 20-19-27-0002-000-01000 (Alt Key 1445710) and Tax Parcel ID # 20-19-27-0002-000-05800 (Alt Key 3884340) (collectively, "Owner's Property"); and

WHEREAS, Owner has requested that City release that portion of the Utility Easement on Owner's Property; and

WHEREAS, the Electric Department for the City of Mount Dora has no objection to the vacation petition; and

WHEREAS, City staff has determined that it is in the best interest of the City and Owner to release the portion of the easement on Owner's Property; and

WHEREAS, there is no budgetary impact to the City of Mount Dora by vacation of this easement.; and

WHEREAS, the City has expressly determined that the portion of the Utility Easement on

Owner's Property no longer serves a public purpose.

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

SECTION 1. Findings and Intent. The City of Mount Dora Council has complied with all requirements and procedures of Florida Law in processing this Resolution and adopts the findings recited in the whereas clauses above as its intent in the adoption of this Resolution.

SECTION 2. Partial Release and Termination of Utility Easement. The City of Mount Dora hereby authorizes the Mayor to execute the 'Partial Release and Termination of Utility Easement' attached hereto as Exhibit "A."

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he 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. Once this resolution is adopted and the 'Partial Release and Termination of Utility Easement' attached hereto as Exhibit "A" is fully executed, the City Manager shall record a copy of same in the Public Records of Lake County, Florida and shall furnish certified copies to the property appraiser and tax collector of Lake County.

SECTION 4: Saving's Clause. All prior actions of the City Council, and any and all associated or related matters, are hereby ratified and affirmed.

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, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, work, or portion of the Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. This Resolution shall take effect upon its passage and adoption.

[Signatures on following page]

PASSED AND ADOPTED this ___ day of _____ 2024.

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

ATTEST:

_____
Jeanann Hand, City Clerk

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

_____
Patrick Brackins, City Attorney

Prepared by:
Andrew J. Hand
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Cntr Pkwy
Suite 100
Maitland, Florida 32751

Return to:
City Clerk
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

PARTIAL RELEASE AND TERMINATION OF UTILITY EASEMENT

This **Partial Release and Termination of Utility Easement** ("Partial Release") made this ____ day of _____, 2024 between the **City of Mount Dora**, a Florida municipal corporation, whose mailing address is 510 N. Baker Street, Mount Dora, FL 32757 ("City") and **One Oak MD Groves, LLC,** a Florida Limited Liability Company ("Owner"), whose address is 907 South Ft. Harrison Avenue, Suite 102, Clearwater, Florida 33756:

WITNESSETH

WHEREAS, Simpson Family Partnership, Ltd., granted to City that Grant of Easement dated June 9, 1994, and recorded on July 6, 1994, in Official Records Book 1304, Page 2067 in the Public Records of Lake County, Florida, solely for the construction, placement, maintenance, and repair of overhead electrical transmission and distribution lines having a minimum height from ground level of not less than 25 feet (the "Utility Easement"); and

WHEREAS, Owner is successor in fee simple interest and title to two servient parcels that are subject to a portion of the Utility Easement; and

WHEREAS, Owner's servient parcels referenced above are identified by Lake County Tax Parcel ID # 20-19-27-0002-000-01000 (Alt Key 1445710) and Tax Parcel ID # 20-19-27-0002-000-05800 (Alt Key 3884340) (collectively, "Owner's Property"); and

WHEREAS, Owner has requested that City release that portion of the Utility Easement on Owner's Property and the City has determined that the portion of the Utility Easement on Owner's Property no longer serves a public purpose; and

WHEREAS, the City and Owner desire to release and terminate the portion of the Utility Easement that is located on Owner's Property and both parties are agreeable to this Partial Release.

Now, therefore, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby remise, release, terminate and vacate that portion of the Utility Easement as described and depicted on Exhibit "A" attached hereto. The Parties acknowledge and agree that the portion of the Utility

Easement on Owner's Property as described and depicted on Exhibit "A," is hereby released, terminated, and vacated and shall have no further force or effect.

IN WITNESS WHEREOF, the parties have signed below.

Signed, sealed and delivered
in the presence of:

The City of Mount Dora, a Florida
municipal corporation

Witness Name: _____
Witness Address:_____
_____

By:_____
Crissy Stile, Mayor

_____
Witness Name: _____
Witness Address:_____
_____

Attest:

_____
Jeanann Hand, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2024 by Crissy Stile, as Mayor of The City of Mount Dora, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or [_] has produced a driver's license as identification.

_____
Notary Public
My Commission expires:

[Signatures continue on following page]

Signed, Sealed and Delivered in the presence of:

One Oak MD Groves, LLC, a Florida Limited Liability Company
By: Hupp RE Holdings, LLC, as Manager

_____
Witness Signature

_____
Print/Typed Witness Name
Witness Address:_____
_____+

By:_____
Andrew J. Hupp, Manager

_____
Witness Signature

_____
Print/Typed Witness Name
Witness Address:_____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2024 by Andrew J. Hupp, as Manager of Hupp RE Holdings, LLC, a Florida Limited Liability Company as Manager of One Oak MD Groves, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or [_] has produced a driver's license as identification.

_____
Notary Public
My Commission expires:

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN O.R. BOOK 1304, PAGE 2067, OF SAID LAKE COUNTY FLORIDA, SAID PORTION LYING EAST OF J.W. SIMPSON WAY PER PLAT OF LAKESIDE AT WATERMAN VILLAGE AS RECORDED IN PLAT BOOK 76, PAGE 30 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND WEST OF U.S. HIGHWAY 441, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID J.W. SIMPSON WAY AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID J.W. SIMPSON WAY, N 00°21'47" W, 25.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, N 89°32'15" E, 1348.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, 34.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 01°06'05" AND A CHORD BEARING AND DISTANCE OF S 44°32'17" E, 34.80 FEET; THENCE DEPARTING SAID WETERLY RIGHT OF WAY LINE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, S 89°32'15" W, 1372.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.78 ACRES, MORE OR LESS.

PAGE 1 OF 2
LEGAL/SKETCH ONLY
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SCALE: 1"= 200'
DRAWN BY: ABT
DWG. No.2308-100-44
PROJ. No.2308-100-44

MOUNT DORA GROVES
EASEMENT VACATION

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
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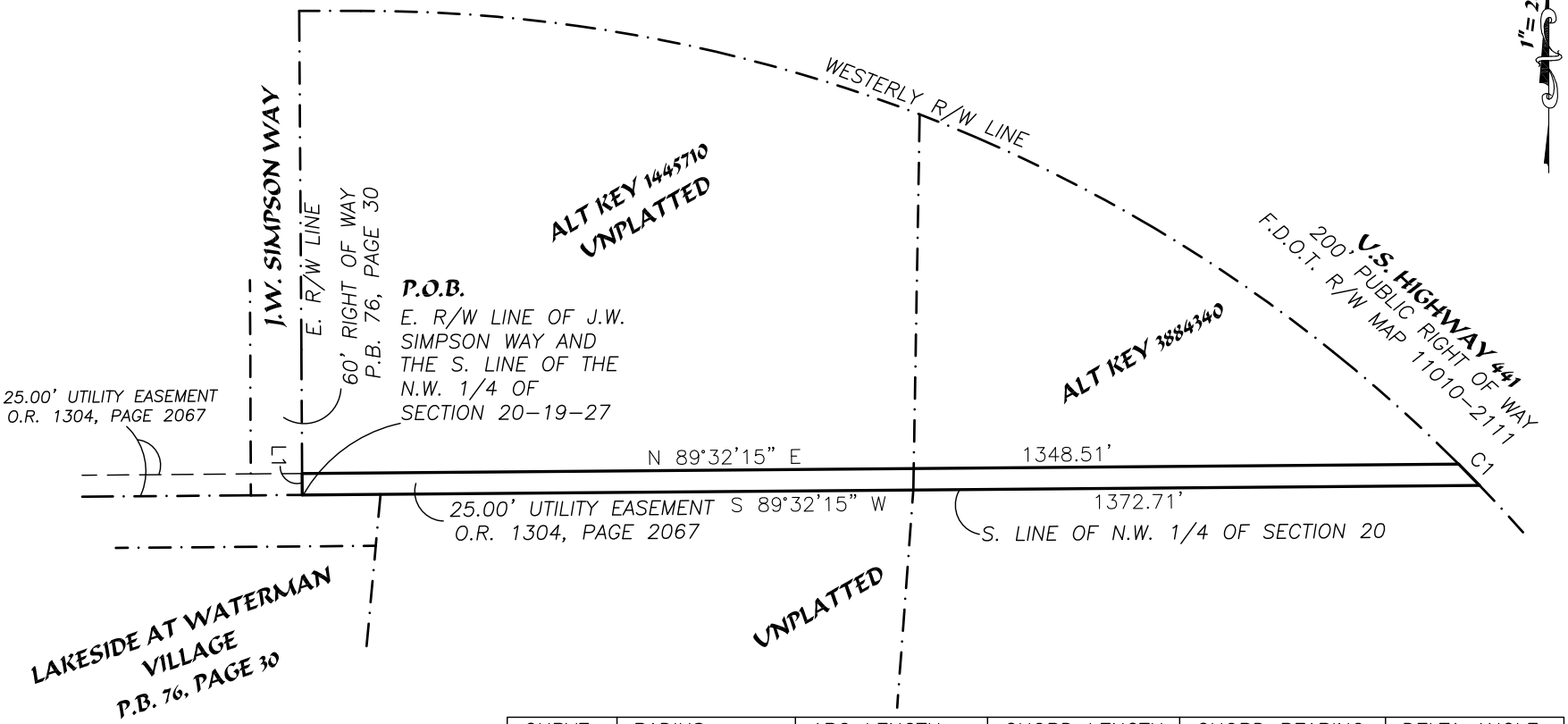
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1810.08'	34.80'	34.80'	S 44°32'17" E	1°06'05"

LINE	BEARING	DISTANCE
L1	N 00°21'47" W	25.00'

SURVEYOR'S NOTES:

1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.

2) BEARINGS DEPICTED HEREON ARE BASED UPON THE WEST LINE OF LOT 2 OF SANDY RIDGE VILLAGE, AS BEING N 00°14'59" W, PER FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE EAST. STATE PLANE COORDINATES BASED UPON CONTROL POINTS "11 91 GPS 5" AND "11 91 GPS 6", NORTH AMERICAN DATUM (N.A.D. 83), ZONE EAST.

3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Date Signed: 7-24-24

Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

LEGEND

PG. = PAGE
P.B. = PLAT BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
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PAGE 2 OF 2
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MOUNT DORA GROVES
EASEMENT VACATION

SCALE: 1"= 200'
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **October 15, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Lobbyist Update

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 September 2024 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 September 2024 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 10/4/2024

September 30, 2024

City of Mount Dora
September Activity Report

Long-Range Budget Outlook

In September, the Legislative Budget Commission approved a long-term financial outlook for the state and authorized additional spending on various initiatives. The new three-year forecast indicates declining revenue and the potential for a budget deficit as federal pandemic aid, which had bolstered the budget in recent years, comes to an end while expenses continue to rise. Tax cuts and significant investments in affordable housing, healthcare, and environmental initiatives, along with funding for an expanded school voucher program, are expected to contribute to a budget deficit in the coming years. State economists project a $2 billion surplus in 2025, but anticipate a potential deficit of up to $2.8 billion in 2026 and nearly $7 billion by 2027, depending on legislative decisions and economic conditions.

Communications

- Correspondence with Representatives Truenow and Representative Yarkosky

Next Steps

- Continue to update Mount Dora on grant opportunities
- Develop and finalize the City of Mount Dora's 2025 Legislative Agenda by October 2024
- Legislative Session Committee Weeks for the 2025 Legislative Session will begin in December 2024
- 2025 Regular Session convenes March 4, 2025
- Schedule meeting with City Manager Vince Sanderfield and Representative Yarkosky
-

Ryan Matthews/Angela Drzewiecki