

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 14, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. Leesburg Lightning FCSL Championship

3. PRESENTATIONS:

A. Certificates to Miss Leesburg winners: Miss Leesburg - Lily Boliek; Teen Miss - Meghan Boliek; Junior Miss - Shaylin Shumate; Little Miss - Abby Carlton; and Tiny Miss - Carleigh Smith

B. FIRE - UNIT CITATION

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 24, 2023

B. PURCHASING:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$39,884,358; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$3,992,440; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve the purchase of one (1) Mobile Air Cascade Breathing System by Fire Services from Channel Innovations Corporation in the amount of \$168,000.00; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from 800 N 14th Street, LLC, a Delaware limited liability company, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida hiring Gray Robinson Attorney's Advisors Consultants to represent the City of Leesburg before the State of Florida on issues related to the executive and legislative branches of government; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Anacott Steel, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Southstate Bank, N.A. joining and consenting to the Utility easement; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, approving an Interlocal Agreement between the City of Leesburg and the Eastport Community Development District; authorizing the Mayor and City Clerk to execute the Agreement; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)**

AVAILABLE

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 60.27 +/- acres and generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Silver Lake Woods AX)**
- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods LSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 60.27 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development for a property generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods PUD)**
- 4. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.4 +/- acres from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial, for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties SSCP)**
- 5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.4 +/- acres from City of Leesburg C-1 (Neighborhood Commercial) and R-1 (Low Density Residential) to City of Leesburg C-1 (Neighborhood Commercial), for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township**

19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties RZ)

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, Consenting to the Inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the Provision of Ambulance and Emergency Medical Services, as Adopting by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.**
- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), for a property generally located east of Executive Boulevard and south of State Road 44, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Good News Church Public / Private Partnership SPUD)**
- 3. An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.**

C. NON-ROUTINE ITEMS

- 1. None**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financial Reports as of May 2023

B. Financial Reports as of June 2023

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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." The City of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 24, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 24, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:51 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

The invocation and pledge of allegiance were conducted at the Carver Heights/Montclair Area CRA meeting which was held just prior to this meeting.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Lisa Hayden, 35121 Dennis Road in Leesburg asked about the funds that are collected by the City of

Leesburg for stormwater runoff within a subdivision. Is that money segregated into a separate account or does it go into the general fund? **CM Minner** answered it goes into the stormwater fund. **Ms. Hayden** wanted to know if that was done by subdivision? **CM Minner** responded that all properties pay the stormwater fee and that money goes into the stormwater fund. **Ms. Hayden** wanted to verify if that was done by the community. **CM Minner** answered yes. **Ms. Hayden** questioned if a homeowners association did that, would it be just for that community? With the roads, does that go into a road fund? **CM Minner** responded that roads are different, that goes into the general fund. **Ms. Hayden** inquired if a new subdivision were to come in and Leesburg took over the interior roads, would the homeowners put money into a fund or are they taxed? **CM Minner** asked if she would catch him after the meeting so he could answer her questions in detail.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Item pulled for discussion:

5.C.1 - Approving a Local Government Contribution through Fee Deferral for Affordable Housing Project, Montclair Meadows

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.1, and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 10, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida approving a Local Government Contribution through Fee Deferral for Affordable Housing Project, Montclair Meadows; and providing an effective date.**

DENIED RESOLUTION 11,361

Commissioner Connell introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Pederson made a motion to adopt the resolution and Commissioner Reisman seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell asked the city manager to explain this item. **CM Minner** explained that in the past the city commission has typically denied these requests. However, this commission being relatively new, he wanted to put this item on the agenda. In the State of Florida, affordable housing projects are funded in multiple ways. The state has a program where developers can get subsidies and low interest loans. The developers work with the state to put together a finance package that allows them to construct affordable housing projects. The affordable housing projects are then sold or rented to folks with a low to moderate income (LMI). There are three levels of LMI; low to moderate income, moderate income, and very low income. The levels were established by HUD for the region where such housing projects would be determined. Part of the criteria for receiving state subsidies for these types of housing projects, the developer must partner with a political subdivision, a county or municipal corporation to show a partnership. That partner demonstrates some type of subsidy to the project. That subsidy could be a grant, a deferment of impact fees or a waiver of impact fees. As a side note, the only eligible and legal waiver of an impact fee is a housing project. The deadline for the petitioner is August 2nd. The petitioner needs to file for a state subsidy as part of what they call Montclair Meadows. In the past, the city has done this, but since he has been with the city, they have not approved these types of housing projects. We have other local housing partners, such as Homes in Partnership, Habitat and the Leesburg CDC. The developer's request was that the city defer \$53,000 of impact fees. The last time they agreed to an impact fee deferral, the impact fees were not paid. To date, they still have not received that. The location of the project would be difficult because there are a number of wetlands on the property along with some ingress/egress issues. With this being a newer commission, this needed to come before them instead of being rejected by staff. If he had that type of authority, he would have rejected it and denied the request due to past actions, and because all the other ones had been denied in the past. The current commission has not seen these requests, and that is why it was brought to their attention. This goes heart in hand to the moratorium issue and these types of things. **Commissioner Pederson** verified that he recommended a no vote on this. **CM Minner** replied that is correct.

The roll call vote was:

Commissioner Reisman	No
Commissioner Pederson	No
Commissioner Berry	No
Commissioner Connell	No
Mayor Burry	No

No yeas, five nays, the Commission denied the resolution.

2. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the Gas, Wastewater, Police Impact Fees and Fleet Services Funds for the Third Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,360

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida relating to the City of Leesburg Municipal Firemen' Retirement System; amending the Title of the Retirement System for the Members of the City of Leesburg Fire Department to be inclusive; amending the City of Leesburg Firefighters' defined benefit plan to implement the Heart and Lung Act and Firefighter Cancer presumption established by Sections 112.1816, 112.18, 112.181 and 175.231, Florida Statutes; Creating Section 2.4(B)(1) and (2) of the Retirement System relating to Line of Duty Disability benefits; providing for inclusion in the Code; providing for severability; and providing an effective date.**

ADOPTED ORDINANCE 23-44

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none. He mentioned this was a housekeeping change to the statutes. **CM Minner** agreed and said it is statutory benefits that have to go in the pension plan.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

1. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.4 +/- acres from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial, for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties SSCP)**

Commissioner Reisman introduced ordinances 6.B.1 and 6.B.2 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this item would lay over until the August 14th meeting.

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.4 +/- acres from City of Leesburg C-1 (Neighborhood Commercial) and R-1 (Low Density Residential) to City of Leesburg C-1 (Neighborhood Commercial), for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties RZ)**
3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.33 +/- acres; and being generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (VOWL 0.33 Acre)**

Commissioner Reisman introduced ordinances 6.B.3, 6.B.4, and 6.B.5 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this is a point thirty-three acre site located in the Villages of West Lake, on the north side of CR 470. It was discovered that this small area that was platted and worked on was somehow inadvertently left out of the legal description when the property was annexed. They are trying to clean that up. Mr. Marty Zuro was in attendance from The Villages. He contacted the city and it was agreed that this was part of the Chapter 163 Agreement. He told Mr. Zuro that he would note that and put it in the agenda memo. However, he was out for medical reasons and it was not noted in the agenda memo. He wanted to bring that to the commission's attention. Again, this was part of the Chapter 163 Agreement and with permission he would like to change that at the next meeting. This would not change

The Villages' schedule or anything else. When he was out, this information did not get transmitted to staff. **Mayor Burry** stated these items would lay over until the August 28th meeting.

4. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing approximately 0.33 +/- acres from Lake County Public Service Facility and Infrastructure to City of Leesburg Age Restricted Development, for a property generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 0.33 Acre)**
5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.33 +/- acres from Lake County A (Agriculture) to City of Leesburg ARD (Age Restricted Development) to allow for residential uses for a property generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 0.33 Acre)**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. None**

8. CITY ATTORNEY ITEMS:

CA Watson stated he had no items to address.

9. CITY MANAGER ITEMS:

CM Minner had no reports to comment on.

10. ROLL CALL:

Commissioner Berry had no further comment.

Commissioner Pederson commented he was looking forward to watching the city manager dance this

Friday night. **CM Minner** replied he had his dancing shoes on.

Commissioner Reisman had no comment.

Commissioner Connell had no further comment.

Mayor Burry had no further comment.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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." The City of Leesburg does not provide this verbatim record.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:07 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 14, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$39,884,358; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Agreement with Wharton-Smith, Inc. for a GMP amount of \$39,884,358.

Analysis:

The purpose of this Agreement is for the construction of the Turnpike Wastewater Treatment Facility (WWTF) Phase II expansion project. The Project will expand the plant capacity from 4.5 million gallons per day (MGD) to 6.0 MGD, provide odor control measures, and miscellaneous plant upgrades.

The City's Engineer of Record, Hydro Solutions Consultants, Inc. has completed the construction design and Wharton-Smith, Inc. has completed their pre-construction process to calculate the Guaranteed Maximum Price.

Procurement Analysis:

On February 28, 2020 the Procurement Division issued Request for Qualifications (RFQ) 200263 to select a Construction Manager at Risk company to provide construction services on the WWTF expansion. On May 26, 2020 the City Commission approved Resolution 10,648 awarding the RFQ to Wharton-Smith, Inc. and authorizing execution of a limited Construction Services Agreement for Phase I and Phase II.

Wharton-Smith has submitted to the City the Guaranteed Maximum Price (GMP) for Phase II of the project. Public Works has reviewed the GMP and approves the amount.

Options:

1. Approve the Resolution authorizing execution of the Construction Services Agreement with a GMP with Wharton-Smith, Inc. for \$39,884,358; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Wastewater draw downs have funds available for this expansion.

Account No. 044-4099-535-6310

Project No. 440006

WF No. WF1395953

Budget \$42,992,354.00

Available \$40,675,818.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH A GUARANTEED
MAXIMUM PRICE (GMP) WITH WHARTON-SMITH, INC. FOR \$39,884,358;
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Wharton-Smith, Inc., whose address is 750 Monroe Road, Sanford, Florida 32771, for Turnpike Wastewater Treatment Facility (WWTF) Phase II expansion project.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
CONSTRUCTION SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

THIS AGREEMENT is made as of the 14th day of August in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, Florida 32771 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process to select a company to provide Construction Manager at Risk (CMaR) services for the City’s Turnpike Wastewater Treatment Facility Expansion – Phase II.

WHEREAS, the CONSTRUCTION MANAGER was selected as the top ranked company following evaluations for Request for Qualifications 200263 – Construction Manager at Risk (CMaR) – Wastewater Treatment Facility (WWTF) Expansion.

WHEREAS, the CONSTRUCTION MANAGER shall serve as the Construction Manager/General Contractor on the WWTF Expansion – Phase II Project.

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into this Agreement for Construction Services with a Guaranteed Maximum Price (GMP) for Phase II of the WWTF Expansion Project.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of:
 - a. This Agreement; and
 - b. Supplemental Conditions attached as Attachment ‘A’; and
 - c. The CONSTRUCTION MANAGER’S Guaranteed Maximum Price (GMP) Proposal incorporated as Attachment ‘B’
2. **Scope of Services.** The Scope of Services is generally described as the construction of the City of Leesburg Turnpike WWTF – Phase II Upgrades (the “Project” or the “Work”).
 - a. The CONSTRUCTION MANAGER shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
 - b. The CONSTRUCTION MANAGER will carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the Project Schedule, and to satisfy all obligations of the CONSTRUCTION MANAGER under the Contract Documents.

3. **Guaranteed Maximum Price.** The CONSTRUCTION MANAGER shall perform the Project for a Guaranteed Maximum Price (GMP) of **\$39,884,358.00**. The cost of the project shall not exceed the GMP. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CONSTRUCTION MANAGER without reimbursement by the CITY.

4. **Changes in the Project**

- a. **Request for a Change Order.** The work schedule or contract time may be changed by a Change Order. The CONSTRUCTION MANAGER's request or claim for a work schedule and/or contract time adjustment shall be in writing delivered to the CITY Representative within ten (10) working days following the discovery of the event that prompted the claim or the date when the event should have been discovered. Where accepted by CITY, changes to the work schedule will only adjust for critical path impacts. Upon receipt of the CONSTRUCTION MANAGER's request for a change in the Work schedule, the CITY will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where CITY and the CONSTRUCTION MANAGER are unable to reach a mutually acceptable resolution of request, CITY will make a commercially reasonable determination.
- b. **Acceptable Ways of Determining Increases or Decreases in the GMP On Change Orders.** An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project or other factor entitling CONSTRUCTION MANAGER to an equitable adjustment of the GMP shall be determined in one or more of the following ways:
 - i. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by CITY;
 - ii. by unit prices stated in the Contract or subsequently agreed upon, if less; or
 - iii. as otherwise mutually agreed to by CITY and the CONSTRUCTION MANAGER
- c. **Itemized Accounting on Change Orders.** If the parties are unable to agree to the pricing of a change order in accordance with this Contract, the CONSTRUCTION MANAGER, provided he receives a written order signed by CITY, 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. However, in the event a Change Order is issued under these conditions, CITY will establish an estimated cost of the Work and the CONSTRUCTION MANAGER shall not perform any Work which cost exceeds that estimate without prior written approval by CITY. In such case, the CONSTRUCTION MANAGER shall keep and present, in such form as CITY may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principles and practices of the increase in the Cost of the Project as outlined herein of the Contract. The

amount of decrease in the Guaranteed Maximum Price to be allowed by the CONSTRUCTION MANAGER to CITY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

- d. **Emergencies.** In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his 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 9, as long as the emergency was not caused by the CONSTRUCTION MANAGER.

5. **Construction Manager Contingency.** The amount set forth in the GMP which is available for CONSTRUCTION MANAGER's exclusive use for unanticipated costs that are incurred in performing the Work that are not the basis for a Change Order such as overtime, acceleration, and Subcontractor defaults.

6. **Contingency Usage.** The CONSTRUCTION MANAGER will be required to receive CITY authorization, which shall not be unreasonably withheld without limitation, prior to using any of the CONSTRUCTION MANAGER Contingency funds. If CITY does not deny within three (3) business days of request, the CONSTRUCTION MANAGER may use the Contingency funds as if the request had been approved by CITY.

The Contingency may be used for any costs of the work, as defined herein, that are required to execute the work as defined in the GMP. No increase in the Contingency will be allowed once the GMP is established, unless such cost arises from a latent condition or differing site condition. Risk to any other unforeseen circumstance shall be at the risk of the CONSTRUCTION MANAGER, unless approved by CITY via change order and contract amendment. The Construction Manger shall document to CITY with a log and detailed backup including receipts, contracts, invoices or communications to itemize the use Contingency identified in the GMP. The Contingency for this Project will be negotiated at the time of GMP Proposal submission. Any remaining Contingency at the completion of the Project shall be disbursed in accordance with this Contract.

7. **Contingency Savings.** If the CONSTRUCTION MANAGER contingency funds are not used, the amount not spent ("Savings") shall be shared as follows; provided, however, that any liquidated damages due to CITY shall be deducted from any Savings due to CONSTRUCTION MANAGER:

- a. Twenty-five percent (25%) to CONSTRUCTION MANAGER and seventy-five percent (75%) to CITY.
- b. Except as provided herein, savings shall be calculated and paid as part of Final Payment, with the understanding that to the extent CONSTRUCTION MANAGER incurs costs after Final Completion which would have been payable to CONSTRUCTION MANAGER as a Cost of the Work, CONSTRUCTION MANAGER shall be entitled to payment from CITY for that portion of such costs that were distributed to CITY as Savings.

8. **Relationship of the Parties.** The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established by this Agreement and covenants with the CITY as follows: to cooperate fully with the CITY and the CITY's Engineer of Record, CPH Consulting, LLC, on this Project and exercise the CONSTRUCTION MANAGER's skill and judgment in furthering the interests of the CITY; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the CITY's interests. The CITY agrees to furnish and approve, in a timely manner, information required by the CONSTRUCTION MANAGER and to make payments, in a timely manner, to the CONSTRUCTION MANAGER in accordance with the requirements of the Contract Documents.

9. **Labor and Materials.** The CONSTRUCTION MANAGER shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the reasonable inspection and approval of the CITY's representative.

10. **Owner Supplied Equipment.** The CITY is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will take reasonable care to protect equipment from damage once it arrives on the Project site. CONSTRUCTION MANAGER will take proper and reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

11. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONSTRUCTION MANAGER will continue to remain in effect until completion of the expressed warranty periods.

12. **Commencement and Completion.** The CITY and the CONSTRUCTION MANAGER mutually agree time is of the essence, to that end, the CONSTRUCTION MANAGER will commence work upon receipt of a Notice to Proceed. Substantial Completion of the entire Project shall be reached no later than **670 CALENDAR DAYS** from the date of the Notice to Proceed. In executing this Agreement, CONSTRUCTION MANAGER affirms the time set for completion is reasonable.

Substantial Completion is dependent upon the CONSTRUCTION MANAGER not experiencing delays to the sequence of Work or production caused by CITY or those for whom CITY is responsible, including but not limited to Owner directed changes, architectural errors or omissions, and utility service providers (collectively, "Owner Delays"). In the event Owner Delays exceed eighteen (18) calendar days, then CONSTRUCTION MANAGER shall be entitled to recover its extended General Conditions costs. CONSTRUCTION MANAGER, in addition, shall be entitled to a time extension day for day for each day of delay to the Work caused by Owner Delays.

Final Completion will be obtained at the point in time after the CITY makes the determination that the Project is completed and there is Acceptance by the CITY, and the CONSTRUCTION Manager has fulfilled all requirements of the Contract Documents.

13. Termination for Default. If, through any cause, the CONSTRUCTION MANAGER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to “Force Majeure” or other than for instances caused by CITY or CITY’s design professionals, consultants or contractors, the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONSTRUCTION MANAGER requiring a written response due within TEN (10) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY’s show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONSTRUCTION MANAGER’s response. Should the CONSTRUCTION MANAGER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONSTRUCTION MANAGER for failure of the CONSTRUCTION MANAGER to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONSTRUCTION MANAGER provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONSTRUCTION MANAGER shall, at the option of the CITY, become CITY property, and the CONSTRUCTION MANAGER shall be paid just and equitable compensation for any conforming work completed on such materials.

In case of default by the CONSTRUCTION MANAGER, the CITY may procure the services from other sources and hold the CONSTRUCTION MANAGER responsible for any reasonably incurred excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONSTRUCTION MANAGER without expense to the CITY.

Upon the CONSTRUCTION MANAGER filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONSTRUCTION MANAGER, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONSTRUCTION MANAGER has with the CITY, and debar the CONSTRUCTION MANAGER from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

The CONSTRUCTION MANAGER may terminate this Agreement for cause at any time ten (10) calendar days after the CONSTRUCTION MANAGER has delivered a Notice of Default to the City and the City has failed to cure the material default. For purposes of this paragraph, it is a material default for the City to fail to make payment on time to the CONSTRUCTION MANAGER or to fail to provide information to the CONSTRUCTION MANAGER required by the CONSTRUCTION MANAGER to maintain the construction schedule.

14. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

15. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONSTRUCTION MANAGER with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONSTRUCTION MANAGER under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONSTRUCTION MANAGER shall be paid for services completed in accordance with the Contract Documents, less payment or compensation previously made. The CONSTRUCTION MANAGER shall not incur any additional expenses after receiving the written termination notice. In the event of a termination for convenience, the CITY shall be obligated to pay CONSTRUCTION MANAGER, in addition to all sums owed CONSTRUCTION MANAGER for conforming Work performed and materials supplied prior to the effective date of the termination, for all sums, losses and expenses CONSTRUCTION MANAGER incurs as a result of CONSTRUCTION MANAGER having to terminate contracts with its subcontractors and suppliers for this Project.

16. **Suspension by the City for Convenience.**

- a. The CITY may, without cause, order the CONSTRUCTION MANAGER in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CITY may determine.
- b. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 11.a. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent
 - i. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONSTRUCTION MANAGER is solely responsible.

17. **Changes in the Work.** Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by written Amendment or Change Order approved by the CITY's legislative body or City Manager prior to any work related to the Change Order being performed.

- a. **Change Orders.** A Change Order is a written instrument prepared by the CONSTRUCTION MANAGER and signed by the CITY and CONSTRUCTION MANAGER stating their agreement upon all of the following:
 - i. The change in the Work;
 - ii. The amount of the adjustment, if any, in the Contract Sum; and
 - iii. The extent of the adjustment, if any, in the Contract Time.

18. **Guaranty of Faithful Performance and Payment.** - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the GMP as agreed to and amended by both parties.

This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed contract.

19. **Payments.** All Application for Payments shall be submitted on an Application for Payment acceptable to and approved by the CITY.

- a. **Progress Payments for Work.**
 - i. Based upon Applications for Payment submitted to the CITY or CITY's Representative by the CONSTRUCTION MANAGER, the CITY shall make progress payments on account of the Contract Sum to the CONSTRUCTION MANAGER as provided below and elsewhere in the Contract Documents.
 - ii. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
 - iii. Provided that (i) the Work described in the Application for Payment has been completed in accordance with the terms of the Contract Documents, and (ii) a complete and correct Application for Payment is received by the CITY, the CITY shall make payment of the amount properly due to the CONSTRUCTION MANAGER under the Contract Documents in accordance with Florida Statute 218.735 – *Timely payment for purchases of construction services*.

- iv. Each Application for Payment shall be based on the most recent schedule of values submitted by the CONSTRUCTION MANAGER in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the CONSTRUCTION MANAGER's Fee and General Conditions line items shall be shown as single separate lump sum line items. CONSTRUCTION MANAGER's Fixed Fee and General Conditions line items shall be paid monthly on a pro-rated basis based on the contractual scheduled duration of the Project. For example, if the construction schedule calls for **560 days** to achieve Substantial Completion, then the CONSTRUCTION MANAGER's Fee and General Conditions line items shall each be paid at the rate of **5.55% per month** over the course of the fourteen-month Project.
- v. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CONSTRUCTION MANAGER on account of that portion of the Work for which the CONSTRUCTION MANAGER has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- vi. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Work completed;
 - 2. Stored Materials as approved by the CITY;
 - 3. CONSTRUCTION MANAGER's fee computed to match the percentage of work completed as represented on the Schedule of Values;
 - 4. CONSTRUCTION MANAGER's general conditions applicable to the period covered by the Application for Payment.
- vii. The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the CITY, if the Architect has evidence that such action is necessary to protect the CITY from loss due to actions or omissions of the CONSTRUCTION MANAGER or its subcontractors and suppliers. If the Architect is unable to certify payment in the amount of the Application, the Architect will promptly notify the CONSTRUCTION MANAGER and CITY in writing. If the CONSTRUCTION MANAGER and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect reasonably believes necessary under the circumstances to protect the CITY. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary based on evidence in the possession of Architect to reasonably protect the CITY from loss for

which the CONSTRUCTION MANAGER is responsible, including loss resulting from acts and omissions because of:

1. defective Work not remedied after written notice is delivered by the CITY;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the CITY is provided by the CONSTRUCTION MANAGER;
3. failure of the CONSTRUCTION MANAGER, after receiving payment from the CITY, to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the CITY or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

viii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

20. **Retainage.** This Project is a construction project and is subject to withholding of Retainage in accordance with Florida Statute 255.078 Public Construction Retainage. Retainage will be withheld at a rate of FIVE PERCENT (5%) on all Payment Applications for the duration of the Project.

Retainage shall not be withheld from progress payments for the CONSTRUCTION MANAGER's Fee or General Conditions.

21. **Final Payment.**

- a. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONSTRUCTION MANAGER when:
 - i. the CONSTRUCTION MANAGER has fully performed the Contract except for the CONSTRUCTION MANAGER's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
 - ii. the CONSTRUCTION MANAGER has submitted a final accounting for the Cost of the Work and a final Application for Payment;
 - iii. a final Certificate for Payment has been issued by the Architect;
 - iv. the CONSTRUCTION MANAGER has delivered to the CITY a complete list of Subcontractors and Suppliers on the Project, including addresses and telephone numbers;
 - v. the CONSTRUCTION MANAGER has delivered to the CITY evidence reasonably acceptable to the CITY that the Work has passed all requisite

- governmental inspections including any Certificate of Occupancy or Certificate of Completion;
 - vi. the CONSTRUCTION MANAGER has delivered to the CITY an indexed, loose leaf binder or a CD in such format as required by the CITY containing all maintenance manuals, temporary and final certificates of completion or occupancy, as applicable, and warranty documents applicable to the Work;
 - vii. the CONSTRUCTION MANAGER has delivered all as-built documents required by the Contract Documents;
 - viii. the CONSTRUCTION MANAGER has delivered to the CITY a CONSTRUCTION MANAGER's final payment affidavit in statutory form;
 - ix. the CONSTRUCTION MANAGER has delivered to the CITY conditional final waivers and lien releases executed by the CONSTRUCTION MANAGER and all Subcontractors and Suppliers serving a Notice to CITY;
 - x. the CONSTRUCTION MANAGER has delivered to the CITY any and all other items required by the Contract Documents;
 - xi. the CONSTRUCTION MANAGER has delivered a Consent of Surety (if any) to release of final payment; and,
 - xii. the CONSTRUCTION MANAGER has completed all items on CITY's punch list.
- b. The CITY's Designated Representative shall review and report in writing on the CONSTRUCTION MANAGER's final accounting within 30 days after delivery of the final accounting to the Architect by the CONSTRUCTION MANAGER. Based upon the GMP Schedule as the CITY's auditors report to be substantiated by the CONSTRUCTION MANAGER's final accounting, and provided the other conditions of 16.a. have been met, the Architect will, within seven calendar days after receipt of the written report of the CITY's Designated Representative, either issue to the CITY a final Certificate for Payment with a copy to the CONSTRUCTION MANAGER, or notify the CONSTRUCTION MANAGER and CITY in writing of the Architect's reasons for withholding a certificate as provided in the Contract Documents.
- c. If the CITY's audit of the final amount as substantiated by the CONSTRUCTION MANAGER's final accounting to be less than claimed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the CONSTRUCTION MANAGER within 30 days after the CONSTRUCTION MANAGER's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the CITY's Designated Representative becoming binding on the CONSTRUCTION MANAGER. Pending a final resolution of the disputed amount, the CITY shall pay the CONSTRUCTION MANAGER the amount certified in the Architect's final Certificate for Payment in exchange for the

close out documents required by this Agreement (excluding any final waiver or release from CONSTRUCTION MANAGER and its subcontractors and suppliers).

- d. The CITY's final payment to the CONSTRUCTION MANAGER shall be made no later than ten (10) calendar days after the satisfaction of the conditions set forth in 16.a above.

22. **Discounts.** Cash discounts, trade discounts, rebates, refunds resulting from the CONSTRUCTION MANAGER's early payments to vendors shall accrue to the CONSTRUCTION MANAGER.

23. **Subcontracts and Other Agreements.**

- a. Work performed by Subcontractors shall be performed under subcontracts or by other appropriate written agreements with the CONSTRUCTION MANAGER. Each subcontract shall be awarded based on the CONSTRUCTION MANAGER's sole decision as to the subcontractor's capability to perform the work.
- b. CONSTRUCTION MANAGER may self-perform a portion of the Work when CONSTRUCTION MANAGER believes that it is in the best interest of CITY due to, for example, CONSTRUCTION MANAGER's ability to use its own available employees to perform the Work without interruption to the schedule and loss of time.

24. **Insurance Requirements.**

- a. Scope of Insurance - The CONSTRUCTION MANAGER shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.
 - v. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vi. The CONSTRUCTION MANAGER waives its right of subrogation recovery against the CITY to the extent permitted by its insurance policies.
 - vii. Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered

primary, and insurance of the CITY, if any, shall be considered excess as applicable to any covered claims which arise out of the Agreement.

- b. Certificate of Insurance - The CONSTRUCTION MANAGER shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms reasonably acceptable to the Risk Manager for the CITY, before any Work under the Agreement begins.
 - i. Except for workers' compensation and professional liability, the CONSTRUCTION MANAGER's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the Agreement.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- c. Comprehensive General Liability - The CONSTRUCTION MANAGER shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent CONSTRUCTION MANAGERS, Contractual liability covering the Agreement, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONSTRUCTION MANAGER shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONSTRUCTION MANAGER shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONSTRUCTION MANAGER shall purchase and maintain Workers' Compensation insurance for all workers' compensation

obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

- f. Builders Risk - Prior to the commencement of construction and as a condition precedent to CONSTRUCTION MANAGER actually commencing construction activities on site, CONSTRUCTION MANAGER shall be responsible for procuring an "all risk" Builder's Risk insurance policy covering the total value of the improvements under construction with a policy limit not less than the amount of the GMP. Any deductibles under such policy shall be paid by the CITY unless the loss was caused by the negligence or fault of CONSTRUCTION MANAGER or those for whom CONSTRUCTION MANAGER is responsible. The Builder's Risk Policy shall insure the interests of CITY, CONSTRUCTION MANAGER and all subcontractors and suppliers as their interests appear.

Once Substantial Complete is acknowledged by both the CITY and CONSTRUCTION MANAGER, use or occupancy of the Project by the CITY may be accomplished in accordance with this article when 1) the CITY secures Property and General Liability Insurance for the building/structure and 2) Provides confirmation from their broker or carrier that insurance has been secured and is effective.

- g. Premiums- The CITY shall pay CONSTRUCTION MANAGER for the cost of all insurance and surety products covering CONSTRUCTION MANAGER or its Subcontractors and suppliers and required hereunder. The GMP and any subsequent GMP Amendments shall include in the GMP the cost of all bonding and insurance coverage required by this Agreement or any subsequent modifications to this Agreement.

25. **Waiver of Lien.** Conditioned upon the CITY making payment first to CONSTRUCTION MANAGER for work performed and material and equipment supplied by a subcontractor or supplier, the CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor and materials supplied and subject to the foregoing condition CONSTRUCTION MANAGER shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

26. **Indemnification.** This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, the following indemnification provision shall apply.

The CONSTRUCTION MANAGER shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement.

27. **Codes, Laws, and Regulations.** CONSTRUCTION MANAGER will comply with the permitted design requirements included in this Agreement as it may be modified by Amendment or Change Order.

28. **Permits, Licenses, and Fees.** CONSTRUCTION MANAGER will obtain and pay for all trade permits and licenses required by law that are associated with the CONSTRUCTION MANAGER'S performance of the Scope of Services. All trade permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions. The CITY will pay for the building permit and any and all impact fees, connection fees and other fees and costs related to the Work other than the trade permits which are the responsibility of the CONSTRUCTION MANAGER.

29. **Accounting Records.** The CONSTRUCTION MANAGER shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all Cost of the Work incurred. The CITY and the CITY's auditors shall, during regular business hours and upon reasonable advance notice no less than two working days in advance, be afforded access to, and shall be permitted to audit and copy, the CONSTRUCTION MANAGER's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, subcontractor invoices, subcontractor payment applications and other data relating to this Contract.

CONSTRUCTION MANAGER's evidence of Cost of the Work for reimbursements shall consist of actual copies of invoices, applications for payment and any other form of billing from its subcontractors and suppliers. CONSTRUCTION MANAGER's Fixed Fee amounts and General Conditions amounts are negotiated lump sum amounts and are not subject to audit.

30. **Public Records Retention.** CONSTRUCTION MANAGER shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONSTRUCTION MANAGER herein. CONSTRUCTION MANAGER shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONSTRUCTION MANAGER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONSTRUCTION MANAGER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSTRUCTION MANAGER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONSTRUCTION MANAGER in a format that is compatible with the information technology systems of the CITY.

31. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONSTRUCTION MANAGER shall make records related to this project available for examination to any local, state or federal government agency, or department, during

CONSTRUCTION MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

32. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

33. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONSTRUCTION MANAGER, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and will be in compliance with the terms herein, fully in accord with the specifications and of the quality required by the Contract Documents.

Any goods and/or services purchased as a result of this Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to initiate corrective action on the part of the CONSTRUCTION MANAGER, to include return of any non-compliant goods to the CONSTRUCTION MANAGER at the CONSTRUCTION MANAGER's expense, requiring the CONSTRUCTION MANAGER to either provide a direct replacement for the item, or a full credit for the returned item. The CONSTRUCTION MANAGER shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

34. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONSTRUCTION MANAGER specially and uniquely for this Project (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONSTRUCTION MANAGER shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONSTRUCTION MANAGER.

35. **Independent Contractor.** The CONSTRUCTION MANAGER agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONSTRUCTION MANAGER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

36. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

37. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSTRUCTION MANAGER and the CITY.

38. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

39. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONSTRUCTION MANAGER Contact Information

Name/Title: Erik L. Anderson, Project Executive
Address: 750 Monroe Road
City, State & Zip: Sanford, Florida 32771
Telephone: Mobile-(407)947-1432 / Office-(407)321-8410
Email Address: eanderson@whartonsmith.com

CITY Contact Information

Name/Title: Cliff Kelsey, Public Works Director
Address: 501 W. Meadow Street
City, State & Zip: Leesburg, Florida 34748
Telephone: (352)728-9786 x2411
Email Address: cliff.kelsey@leesburgflorida.gov

40. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require

CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder.

41. **Disclosure of Conflict.** The CONSTRUCTION MANAGER has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONSTRUCTION MANAGER and his duties under this Agreement.

42. **Warranty.** CONSTRUCTION MANAGER warrants the Work against defects in materials or workmanship for a period of one year following Substantial Completion. CONSTRUCTION MANAGER shall, at no cost to CITY, repair or replace any defective or non-conforming Work when notified within the one-year warranty period. The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CONSTRUCTION MANAGER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The CONSTRUCTION MANAGER hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONSTRUCTION MANAGER in conjunction with this Agreement shall be new and in accordance with the requirements of the Contract Documents.

43. **Risk of Loss.** The CONSTRUCTION MANAGER assumes the risk of loss of damage to the CITY's property during possession of such property by the CONSTRUCTION MANAGER, and until delivery to, and payment for that property by the CITY. The CONSTRUCTION MANAGER and the CITY shall immediately repair, replace or make good on the loss or damage without cost to the other party depending upon when the loss occurs and who bears the risk of loss, whether the loss or damage results from acts or omissions (negligent or not) of the CONSTRUCTION MANAGER, the CITY or a third party. The parties agree that the intent is for the Builder's Risk Policy to insure the improvements and the material on site during the construction phase until a Certificate of Occupancy is issued.

44. **Illegal Alien Labor** - CONSTRUCTION MANAGER shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONSTRUCTION MANAGER shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSTRUCTION MANAGER that the subcontractor is in compliance with the terms stated within. The CONSTRUCTION MANAGER nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSTRUCTION MANAGER agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONSTRUCTION MANAGER. Failure to meet this requirement may result in termination of the Agreement by the CITY.

45. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONSTRUCTION MANAGER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER may not be awarded a public contract for a period of ONE (1) year after the date of termination.

46. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

47. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

WHARTON-SMITH, INC.

By: _____

Printed: _____

Title: _____

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. Definitions.

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONSTRUCTION MANAGER and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONSTRUCTION MANAGER providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONSTRUCTION MANAGER shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONSTRUCTION MANAGER and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONSTRUCTION MANAGER shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONSTRUCTION MANAGER which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONSTRUCTION MANAGER to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONSTRUCTION MANAGER to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK.

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONSTRUCTION MANAGER shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONSTRUCTION MANAGER from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONSTRUCTION MANAGER shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it

shall, if required by the Project Representative, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONSTRUCTION MANAGER. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONSTRUCTION MANAGER shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONSTRUCTION MANAGER furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONSTRUCTION MANAGER of his responsibility to furnish satisfactory material. The CONSTRUCTION MANAGER shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONSTRUCTION MANAGER and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONSTRUCTION MANAGER of CITY's quality and/or schedule concerns. The CONSTRUCTION MANAGER will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONSTRUCTION MANAGER shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONSTRUCTION MANAGER shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONSTRUCTION MANAGER will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. MAINTENANCE OF TRAFFIC

Where construction is located in public right of ways, traveled streets and roads, the CONSTRUCTION MANAGER shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONSTRUCTION MANAGER shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONSTRUCTION MANAGER shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONSTRUCTION MANAGER shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONSTRUCTION MANAGER shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONSTRUCTION MANAGER's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONSTRUCTION MANAGER's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONSTRUCTION MANAGER shall at his cost provide suitable flagmen to control vehicular

traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONSTRUCTION MANAGER prior to actual beginning of work. The CONSTRUCTION MANAGER shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONSTRUCTION MANAGER for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONSTRUCTION MANAGER shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONSTRUCTION MANAGER shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONSTRUCTION MANAGER shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONSTRUCTION MANAGER and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONSTRUCTION MANAGER by others are assumed to be matters governed by agreement

between the CONSTRUCTION MANAGER and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONSTRUCTION MANAGER shall coordinate his operations with those of any other such CONSTRUCTION MANAGERS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONSTRUCTION MANAGERS or authorities will result.

12. PROJECT COORDINATION

The CONSTRUCTION MANAGER shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONSTRUCTION MANAGER shall make adequate provisions to accommodate items scheduled for later installation.

The CONSTRUCTION MANAGER shall inspect both the substrate and conditions under which the work is to be performed. The CONSTRUCTION MANAGER shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONSTRUCTION MANAGER shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONSTRUCTION MANAGER shall reject damaged and defective items.

The CONSTRUCTION MANAGER shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONSTRUCTION MANAGER shall coordinate with all utility installations. CONSTRUCTION MANAGER shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONSTRUCTION

MANAGER shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONSTRUCTION MANAGER shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONSTRUCTION MANAGER shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONSTRUCTION MANAGER shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONSTRUCTION MANAGER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONSTRUCTION MANAGER, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONSTRUCTION MANAGERS’ risk.

15. CONSTRUCTION SUPERINTENDENT

CONSTRUCTION MANAGER shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONSTRUCTION MANAGER.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONSTRUCTION MANAGER must insure

Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONSTRUCTION MANAGER.

17. SUBCONTRACTS

The CONSTRUCTION MANAGER shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONSTRUCTION MANAGER shall not employ subcontractors, unless they are approved by the Project Representative.

The CONSTRUCTION MANAGER agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONSTRUCTION MANAGER shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONSTRUCTION MANAGER.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONSTRUCTION MANAGER, Engineer and others as appropriate will be held to finalize the schedules submitted by CONSTRUCTION MANAGER. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONSTRUCTION MANAGER from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONSTRUCTION MANAGER shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONSTRUCTION MANAGER proposes to carry on the work with dates on which the CONSTRUCTION MANAGER will start the several parts of the work and estimated dates of completion of the several

parts. The CITY retains the right to dictate to the CONSTRUCTION MANAGER the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and after the date of award of contract and before any material or equipment is purchased, the CONSTRUCTION MANAGER will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONSTRUCTION MANAGER'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONSTRUCTION MANAGER be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONSTRUCTION MANAGER shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONSTRUCTION MANAGER shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONSTRUCTION MANAGER shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONSTRUCTION MANAGER to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONSTRUCTION MANAGER. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONSTRUCTION MANAGER.

- i. CONSTRUCTION MANAGER shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
- c. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONSTRUCTION MANAGER'S responsibility.
- d. CONSTRUCTION MANAGER shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- e. Requested Information: CONSTRUCTION MANAGER shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONSTRUCTION MANAGER shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONSTRUCTION MANAGER shall proceed.
 - ii. If information included with this type RFI by the CONSTRUCTION MANAGER is insufficient, the RFI will be returned unanswered.
- b. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- c. Disputed Requirements: In the event the CONSTRUCTION MANAGER believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONSTRUCTION MANAGER shall comply with the method for requesting a Change Order.
- d. RFI Log: CONSTRUCTION MANAGER shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONSTRUCTION MANAGER shall furnish copies of the log showing all outstanding RFIs.
- e. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONSTRUCTION MANAGER and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONSTRUCTION MANAGER shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONSTRUCTION MANAGER shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONSTRUCTION MANAGER shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONSTRUCTION MANAGER shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONSTRUCTION MANAGER shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONSTRUCTION MANAGER shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONSTRUCTION MANAGER from responsibility for any variation from the requirements of the Contract Documents unless

CONSTRUCTION MANAGER has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONSTRUCTION MANAGER from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONSTRUCTION MANAGER.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONSTRUCTION MANAGER for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONSTRUCTION MANAGER shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONSTRUCTION MANAGER cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or
- ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONSTRUCTION MANAGER's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions

will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONSTRUCTION MANAGER to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONSTRUCTION MANAGER shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONSTRUCTION MANAGER, said stakes or marks shall be replaced by the CITY at the expense of the CONSTRUCTION MANAGER.

The CONSTRUCTION MANAGER will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONSTRUCTION MANAGER.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONSTRUCTION MANAGER shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONSTRUCTION MANAGER. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONSTRUCTION MANAGER shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONSTRUCTION MANAGER observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONSTRUCTION

MANAGER performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONSTRUCTION MANAGER shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONSTRUCTION MANAGER shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONSTRUCTION MANAGER has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONSTRUCTION MANAGER shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONSTRUCTION MANAGER shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONSTRUCTION MANAGER. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONSTRUCTION MANAGER except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONSTRUCTION MANAGER be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONSTRUCTION MANAGER employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONSTRUCTION MANAGER's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONSTRUCTION MANAGER shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONSTRUCTION MANAGER shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONSTRUCTION MANAGERS destroyed or damaged by such removal or replacement.

If the CONSTRUCTION MANAGER does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONSTRUCTION MANAGER.

32. THE CITY'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONSTRUCTION MANAGER, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONSTRUCTION MANAGER's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONSTRUCTION MANAGER in writing. The work shall be resumed by the CONSTRUCTION MANAGER within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONSTRUCTION MANAGER. The CITY will reimburse the CONSTRUCTION MANAGER for expense incurred by the CONSTRUCTION MANAGER in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONSTRUCTION MANAGER, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONSTRUCTION MANAGER.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONSTRUCTION MANAGER agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONSTRUCTION MANAGER's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONSTRUCTION MANAGER in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONSTRUCTION MANAGER agrees, CONSTRUCTION MANAGER will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONSTRUCTION MANAGER at any time may notify CITY and Engineer in writing that CONSTRUCTION MANAGER considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONSTRUCTION MANAGER in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONSTRUCTION MANAGER does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONSTRUCTION MANAGER together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONSTRUCTION

MANAGER with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONSTRUCTION MANAGER at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on said list and to complete other related Work.

- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONSTRUCTION MANAGER shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONSTRUCTION MANAGER covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONSTRUCTION MANAGER shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONSTRUCTION MANAGER, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONSTRUCTION MANAGER.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONSTRUCTION MANAGER.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONSTRUCTION MANAGER that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONSTRUCTION MANAGER and will notify CONSTRUCTION MANAGER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONSTRUCTION MANAGER shall immediately take such measures as are necessary to remedy such deficiencies.

After CONSTRUCTION MANAGER has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to

the provisions under Waiver of Claims), CONSTRUCTION MANAGER may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONSTRUCTION MANAGER may furnish receipts or releases in full; an affidavit of CONSTRUCTION MANAGER that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONSTRUCTION MANAGER may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONSTRUCTION MANAGER's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONSTRUCTION MANAGER, indicating in writing the reasons for refusing to recommend final payment, in which case CONSTRUCTION MANAGER shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONSTRUCTION MANAGER.

If, through no fault of CONSTRUCTION MANAGER, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONSTRUCTION MANAGER's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONSTRUCTION MANAGER to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION

CONSTRUCTION MANAGER's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final

payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONSTRUCTION MANAGER under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONSTRUCTION MANAGER's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONSTRUCTION MANAGER shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONSTRUCTION MANAGER.

43. COMPLETION OF WORK

The CONSTRUCTION MANAGER shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONSTRUCTION MANAGER. The date of contract completion shall be the same date at which the CONSTRUCTION MANAGER is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONSTRUCTION MANAGER shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONSTRUCTION MANAGER shall complete all cleaning operations before requesting final inspection.

The CONSTRUCTION MANAGER shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONSTRUCTION MANAGER shall remove temporary protection and facilities installed for protection of the work during construction.

The CONSTRUCTION MANAGER shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONSTRUCTION MANAGER shall not burn waste materials. The CONSTRUCTION MANAGER will not discharge volatile, harmful or dangerous materials into drainage systems. The CONSTRUCTION MANAGER will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONSTRUCTION MANAGER will arrange for the disposition of these materials as directed by the CITY.

The CONSTRUCTION MANAGER shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONSTRUCTION MANAGER to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONSTRUCTION MANAGER warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONSTRUCTION MANAGER. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONSTRUCTION MANAGER under the terms of the Contract, shall be guaranteed by the CONSTRUCTION MANAGER against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of ONE (1) year or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONSTRUCTION MANAGER or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or

equipment or material comes with a manufacturer's warranty of ONE (1) year or longer, that warranty shall take precedence over the warranty of CONSTRUCTION MANAGER hereunder.

48. INDEMNITY

The CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONSTRUCTION MANAGER's duties under the Contract, or through the negligence of the CONSTRUCTION MANAGER in the performance of its duties under this Contract, or through any act or omission on the part of the CONSTRUCTION MANAGER, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONSTRUCTION MANAGER to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONSTRUCTION MANAGER assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONSTRUCTION MANAGERS, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONSTRUCTION MANAGER shall afford other CONSTRUCTION MANAGERS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONSTRUCTION MANAGER's work depends, for proper execution or results upon the work of any other CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONSTRUCTION MANAGER's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONSTRUCTION MANAGER's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONSTRUCTION MANAGER shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONSTRUCTION MANAGER shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONSTRUCTION MANAGER that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONSTRUCTION MANAGER. The Contract Documents comprise the entire agreement between CITY and CONSTRUCTION MANAGER concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced

standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONSTRUCTION MANAGER or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONSTRUCTION MANAGER finds a conflict, error or discrepancy in the Contract Documents, CONSTRUCTION MANAGER shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONSTRUCTION MANAGER shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONSTRUCTION MANAGER had actual knowledge thereof or should reasonably have known thereof.

55. CONSTRUCTION MANAGER'S UNDERSTANDING

CONSTRUCTION MANAGER has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONSTRUCTION MANAGER is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONSTRUCTION MANAGER will in no way relieve him from responsibility.

57. SALES TAX

The CONSTRUCTION MANAGER is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONSTRUCTION MANAGER to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or

specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONSTRUCTION MANAGER believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONSTRUCTION MANAGER shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONSTRUCTION MANAGER and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONSTRUCTION MANAGER of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONSTRUCTION MANAGER, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-

wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONSTRUCTION MANAGER's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONSTRUCTION MANAGER's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONSTRUCTION MANAGER or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONSTRUCTION MANAGER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONSTRUCTION MANAGER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONSTRUCTION MANAGER shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONSTRUCTION MANAGER shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONSTRUCTION MANAGER, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONSTRUCTION MANAGER (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONSTRUCTION MANAGER). CONSTRUCTION MANAGER's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONSTRUCTION MANAGER shall designate a responsible representative at the site whose duty

shall be the prevention of accidents. This person shall be CONSTRUCTION MANAGER's superintendent unless otherwise designated in writing by CONSTRUCTION MANAGER to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONSTRUCTION MANAGER, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONSTRUCTION MANAGER shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONSTRUCTION MANAGER shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONSTRUCTION MANAGER shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONSTRUCTION MANAGER shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities

shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONSTRUCTION MANAGER shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONSTRUCTION MANAGER's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONSTRUCTION MANAGER discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONSTRUCTION MANAGER shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONSTRUCTION MANAGER shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONSTRUCTION MANAGER shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONSTRUCTION MANAGER.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONSTRUCTION MANAGER shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONSTRUCTION MANAGER. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONSTRUCTION MANAGER, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONSTRUCTION MANAGER indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONSTRUCTION MANAGER may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONSTRUCTION MANAGER.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONSTRUCTION MANAGER is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might

entitle CONSTRUCTION MANAGER to be paid additionally by CITY or CITY to withhold payment to CONSTRUCTION MANAGER.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONSTRUCTION MANAGER's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONSTRUCTION MANAGER's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONSTRUCTION MANAGER immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONSTRUCTION MANAGER considers a portion of or the entire Work ready for its intended use, CONSTRUCTION MANAGER shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONSTRUCTION MANAGER as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONSTRUCTION MANAGER in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONSTRUCTION MANAGER a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONSTRUCTION MANAGER a written recommendation as to division of responsibilities pending final payment between CITY and CONSTRUCTION MANAGER with respect to security, operation, safety, maintenance, heat,

utilities, insurance and warranties. Unless CITY and CONSTRUCTION MANAGER agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONSTRUCTION MANAGER until final payment.

CITY shall have the right to exclude CONSTRUCTION MANAGER from the Work after the date of Substantial Completion, but CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONSTRUCTION MANAGER shall provide proper and safe conditions for such access.

CONSTRUCTION MANAGER shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONSTRUCTION MANAGER shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONSTRUCTION MANAGER shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONSTRUCTION MANAGER's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONSTRUCTION MANAGER (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONSTRUCTION MANAGER's expense unless CONSTRUCTION MANAGER has given Engineer timely notice of CONSTRUCTION MANAGER's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONSTRUCTION MANAGER from CONSTRUCTION MANAGER's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONSTRUCTION MANAGER's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONSTRUCTION MANAGER, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONSTRUCTION MANAGER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONSTRUCTION MANAGER may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONSTRUCTION MANAGER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONSTRUCTION MANAGER to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONSTRUCTION MANAGER or any other party.

If required by Engineer, CONSTRUCTION MANAGER shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONSTRUCTION MANAGER to CITY.

If CONSTRUCTION MANAGER fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONSTRUCTION MANAGER fails to perform the Work in accordance with the Contract Documents, or if CONSTRUCTION MANAGER fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONSTRUCTION MANAGER, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONSTRUCTION MANAGER from all or part of the site, take possession of all or part of the Work, and suspend CONSTRUCTION MANAGER's services related thereto, take possession of CONSTRUCTION MANAGER's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONSTRUCTION MANAGER but which are stored elsewhere. CONSTRUCTION MANAGER shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONSTRUCTION MANAGER in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONSTRUCTION MANAGER's defective Work. CONSTRUCTION MANAGER shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. MEDIATION

As a condition precedent to any arbitration, filing of any suit, or other legal proceedings, the parties shall endeavor to resolve any claim, dispute or other matter in question by mediation. Mediation shall be initiated by either party by serving a written request for same on the other party and shall take place in Lake County, Florida for which the Project is located. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. The mediator's fee shall be paid in equal shares by each party to the mediation.

69. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making

and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONSTRUCTION MANAGER shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONSTRUCTION MANAGER is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions]



TURNPIKE WWTF PHASE 2 UPGRADES

CITY OF LEESBURG, FLORIDA
GMP DELIVERABLE

Wharton-Smith Contact:

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Preconstruction Services Manager
407-321-8410

dkreidler@whartonsmith.com



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ATTACHMENT 1 – Executive Summary

August 1, 2023

Mr. Clifford Kelsey
Public Works
City of Leesburg
550 S. 14th Street
Leesburg, FL 34749

Re: Leesburg Turnpike WRF Phase 2 Upgrades - GMP Deliverable

Dear Mr. Kelsey:

Wharton-Smith is pleased to submit this GMP Deliverable for the subject project. This deliverable includes the costs, bid proposals, overall project schedule, document list, assumptions, and clarifications.

The bid proposals for this GMP were based on the following documents:

1. Construction Drawings City of Leesburg Turnpike Wastewater Treatment Facility Upgrades Phase II – 6.0 MGD 100% Design Drawings prepared by Dewberry dated June 2023.
2. City of Leesburg Turnpike Wastewater Treatment Facility Upgrades Phase II – 6.0 MGD Project Manual 100% Technical Specifications prepared by Dewberry dated June 2023
3. City of Leesburg Standards and Details.
4. Additional Geotechnical Study at the Proposed SBR Basins #5 and # and Chlorine Contact Tank Areas, Phase 2 Expansion, Leesburg WWTF Expansion, 1600 County Road 470 West, Leesburg, Lake County, Florida by Andreyev Engineering, Inc. dated April 12, 2022.
5. Report of Subsurface Grout Stabilization Monitoring, Proposed New SBR Basin Areas #5 and #6 and Chlorine Contact Tank (CCT) Area, Phase 2 Expansion, Leesburg Turnpike WWTF, 1600 CR 470 West, Leesburg Lake County, Florida.
6. Addendum #1 (6/30/23), Addendum #2 (7/17/23), Addendum #3 (7/19/23), Addendum #4 (7/21/23), and Addendum #5 (7/24/23).

The project scope based on the GMP documents is assumed to include the following:

- Modifications to the existing preliminary treatment structure (Process 10), which is anticipated to include two new fine step screens and associated compactors, a new grit collection unit, two new classifiers, channel modifications, stop plates, slide gates, piping upgrades, new valves, new drain modifications, power, controls, concrete repair, new columns to underside of the elevated channels, protective channel coatings, new decking installation with future odor control connections, modifications to the stairs and other miscellaneous metals.
- Construction of two new reinforced cast-in-place concrete SBR basins 5 and 6 (Process 30), which is anticipated to include new submersible mixers, fine bubble diffusers, new air piping, new decant equipment, influent piping baffles, influent valves, three new aeration blowers with associated enclosures, process controls with field instruments, power systems, associated drains, new process piping, supports, new handrail, stair modifications, decking and access hatches.

- Modifications to the existing SBR process basins 1 through 4 (Process 30), which includes the installation of four new influent automated valves, new automated jet flushing valves for basins 1 through 3, associated power, supports, and system control modifications.
- Modifications to the existing SBR blower (Process 30) room to accommodate the blower piping changes and the addition of a new access door.
- Modifications to the existing decant pump station (Process 45) with the installation of one new similar size decant pump, piping, valves, associated concrete work, supports, power system, and updated process controls with field instruments.
- Installation of one new filter unit 3 (Process 50) with associated concrete work, new aluminum elevated deck and walkway, new canopy, associated process piping, valves, power system, process controls with field instruments, new backwash pump system.
- Modifications to the existing backwash pump systems on the existing disk filter units 1 and 2 (Process 50) to replace each existing backwash pump with a new smaller horsepower pump, new piping modifications, and supports. These modifications also include removal and replacement of the disk media with new 5-micron size units in each existing filter.
- Construction of one new cast in place chlorine contact tank (Process 70) to match the existing with a new influent common box with rectangular, adjacent flash mixing structure with new vertical mixers, associated process and drain piping, handrail, stairs, walkway decking, new electrically operated motorized gates, process valves, power systems, process controls with field instruments, fabric shade covering of both new and existing tank channels.
- Construction of a new effluent sample monitoring system at the chlorine contact tanks (Process 70), which includes, a new fiberglass enclosure, sample instruments, sample pumps, cast-in-place concrete, associated process piping, valves, drains, power, process controls and field instruments.
- Installation of one new effluent transfer pump (Process 75) at the existing station with process piping, valves, associated concrete work, power systems, controls modifications, and field instruments.
- Installation of one new in-plant reclaimed water pump (Process 80) at the existing station with process piping, valves, associated concrete work, power systems, and control modifications.
- Modifications to the existing reclaimed and reject storage ponds including installation of a new influent pipe to the existing respective storage ponds. The influent piping modifications to each pond will include new piping extensions into the existing ponds, associated valves, electrically actuated operators, cast-in-place concrete work, pond liner repair, pond berm repair, power systems, process control modifications, and field instruments.
- Installation of one new in-plant reclaimed water pump station (Process 80) with piping, valves, concrete, power, and controls.
- Modifications of the existing chemical storage and feed system (Process 90) with the addition of one new bulk storage tank, simplex sodium hypochlorite skid, associated chemical piping, power systems, controls modifications and field instruments.
- Installation of one new WAS pump (Process 100) for each new SBR 5 and 6 basin with a collector suction piping in each new SBR basin, process piping, supports, valves, associated cast-in-place concrete, power systems, control modifications, and field instruments.
- Installation of one new two-meter dewatering belt press skid (Process 115) which includes a sludge feed and cake pumps, associated process piping, supports, drain modifications, polymer storage and distribution systems, extension of the pre-engineered metal building, new truck bay with two truck loading scales for the new and existing truck stations, valves, new platform metal decking between the two presses, access stairs and walkways, associated cast-in-place concrete, power systems,

process controls and field instruments. Sludge cake pump system will include an air compressor purge system, barrier system to reduce system internal pipe pressure, pressure alarm systems, drop pipe system with valves, and associated control systems.

- Installation of a new in-plant drain duplex drain lift station (Process 140) adjacent to the sludge digester area. This pump station includes two submersible pumps, process piping, new gravity influent piping, precast concrete manholes, precast concrete wet well, associated valves, supports, control panel, power systems, associated controls and field instruments.
- Miscellaneous site civil improvements, installation of erosion and stormwater protection systems, site clearing including tree removal. stormwater pond modifications, new swale system, asphalt and concrete paving/sidewalks, fence replacement/repair, access entrance gate modifications, and restoration of existing impact areas.
- Installation of new and demolition of on-site yard piping, gravity and drain system for the facility improvements.
- Installation of a new SBR CMU electrical building with a hollow core membrane roofing system, and access doors. This building will contain the new power distribution systems, new motor control systems and VFDs for SBRs 5 and 6, transformers, lighting panels, new programmer logic control panel, and dual HVAC for climate control.
- Installation of new transformer from Duke Energy and a 1000 kW diesel driven generator fuel tank with automatic transfer switch and fuel for the new electrical power system. Installation of new site electrical systems for process upgrades including ductbanks, pull boxes, conduit, conductors, fiberoptics, new motor control system, transformers, power panels, decommissioning and demolition of existing electrical and control panels.
- Installation of new 400 kW diesel driven generator with fuel tank and automatic transfer switch within the existing digester/press electrical room. This room will receive upgrades for control system updates and to provide the electrical for the dewatering building (Process 115) modifications.
- Installation of new 350 kW diesel driven generator with fuel tank, a combined main breaker panel and automatic transfer switch within the existing digester electrical room. This room will receive upgrades for the controls and provide the electrical for the new drain lift station (Process 140).
- Modifications to the chemical building electrical room to include the new VFDs for the decant (Process 45), effluent (Process 75) and in-plant reclaimed (Process 80) pumps. This room will also house the new power panel and transformer relocated from an adjacent room. The existing equipment and unused MCC gear will be demolished.
- Modifications to the facility process instrumentation and control to include new SBR electrical equipment (PLC-SW), new SBR 5 and 6 controls (both 30-CP-2, 30-LCP-05 and 06), modifications at the dewatering building for new belt filter press system (115-CP-2) and cameras (ADPLC), sample control upgrades (RIO-SH) replacement of failed analog cards (PLC-E2), modifications to the existing influent SBR controls (30-CP-1). Upgrades to the facility integration and SCADA system as part of the process and electrical system improvements.

This GMP cost summary is provided in **Attachment 2**. This GMP package totals to **\$39,884,358**.

The estimated construction duration for this project is (22) months based on the documents provided for the GMP effort. The schedule is included in **Attachment 3**.

Attachment 4 includes the summary of the bid tabulation for each of the bid packages. Each of the received bids were reviewed for completeness and compliance with the bid documents. The selected price for each package is anticipated to be the lowest responsive and responsible bidder.

A summary of the Subcontractors and Suppliers who were the lowest responsive bidders are as follows:

Bid Package Number/Description	Company
Bid Package #1 – Master Plant Contractor	Wharton-Smith, Inc.
Bid Package #2 – Sitework Subcontractor	Wharton-Smith, Inc.
Bid Package #3 – Concrete Subcontractor	VMG Construction, Inc.
Bid Package #4 – Roofing Subcontractor	Core Roofing Systems
Bid Package #5 – Paintings/Coatings Subcontractor	Cypress Construction & Coatings
Bid Package #6 – Pre-Engineered Metal Building Subcontractor	Brevard Constructors, Inc.
Bid Package #7 – Electrical Subcontractor	Sinns & Thomas, Inc.
Bid Package #8 – PICS Subcontractor	Telemetry & Process Control, Inc.
Bid Package #9 – Chemical System Supplier	Guardian Equipment, Inc.
Bid Package #10 – Vertical Turbine Pump Supplier	Carter & VerPlanck (Flowserve)
Bid Package #11 – Progressive Cavity Pump Supplier	Seepex (MTS Env.)
Bid Package #12 – Belt Filter Press Supplier	Alfa-Laval (MTS Env.)
Bid Package #13 – SBR System Supplier	Parkson Corporation (MTS Env.)
Bid Package #14 – Submersible Pump Supplier	Barney's Pumps, Inc.
Bid Package #15 – Disk Filter Supplier	Aqua-Aerobic Systems (Env Sales of FL)
Bid Package #16 – Screen Supplier	Huber Technology (Moss Kelley)
Bid Package #17 – Grit System Supplier	Hydro-International (Moss Kelley)
Bid Package #18 – Truck Scale Subcontractor	Superior Processing & Weighing
Bid Package #19 – Centrifugal Pump Supplier	Carter & VerPlanck (Hidrostal)
Bid Package #20 – Generator Supplier	TAW (Kohler)
Bid Package #21 – Mixer Supplier	Carter & VerPlanck (Wilo & Invent)
Bid Package #22 – Diffuser Supplier	EDI (Carter & VerPlanck)
Bid Package #23 – PD Blower Supplier	Universal Blower PAC (TSC Jacobs)
Bid Package #24 – Slide & Stop Gate Supplier	RW Gate (TSC Jacobs)

A summary of clarifications, exceptions and assumptions are as follows:

- The following allowances and contingencies are included within this GMP:
 - Building Permit - \$50,000
 - Testing Allowance - \$75,000
 - Security/Access Control Systems - \$150,000
 - Additional Asphalt - \$100,000
 - HDPE Reject Pond Liner Repair - \$40,000
 - Eight (8) 480 V Mixer Control Panels - \$150,000
 - CM Contingency - \$2,250,000
- A project risk register is included in **Attachment 2** for backup of the allowances and contingency costs.
- Bonds and insurance are included within the GMP costs.
- It is assumed that temporary bypassing of the existing preliminary treatment structure will be required during certain piping connections at the structure, screen channel conversions, and concrete repair activities. The bypassing will use the existing bypass piping on the influent pump station. The grit system may be out of service during the conversion process due to limited spacing between the grit classifiers.

- It is assumed that temporary bypassing of the existing filters and decant pump station will be required during equipment installation and piping connections for these processes and the modifications to the chlorine contact tanks.
- It is assumed that the existing headworks effluent 30-inch plug valve and 24-inch plug valve adjacent to SBR 4 are both operational. These valves were installed as part of the Phase 1 upgrade efforts and will be needed to extend the new yard piping to SBRs 5 and 6.
- It is assumed that the filter effluent 24-inch plug valve is operational. This valve was used as part of the Phase 1 upgrade efforts and will be used for the chlorine contact tank modifications.
- The sequencing and modifications within the chlorine contact tank will require both diver efforts and bypass pumping to seal and perform wall in order to maintain continuous operation.
- No odor control, modifications to the influent pump station or influent force main piping is current included with the facility improvements.
- The SBR Supplier's interpretation of the specification is that SBR Control Panel 30-CP-2 will be dedicated to SBR basins 5 & 6 and will not control or monitor any SBR equipment related to SBRs 1 through 4 except for the SBR blowers and an existing WAS flow meter.
- Asphalt paving is assumed to match what is shown on the site civil drawings presented as part of the Addendum 4 updates.
- Based on the proposed gravity drain piping alignment, it is assumed that the existing construction trailer will be relocated, and the existing tree removed to complete this work.
- No wage determination efforts or compliance with American Iron and Steel Act are incorporated into this GMP. The City is proposing to self-fund this project.
- The City will obtain the Florida Department of Environmental Protection construction and Environmental Resource permits.
- Any work for the access gates to be included in an allowance.
- A one (1) year warranty carried unless a specification requires an extended warranty (roofing and coating for example).
- No maintenance bond included.
- ARGU liner has been carried for sanitary manholes liners, not coating.
- Just as a protective coating is called out for the CCC (60S-01/03) and the headworks (10S-02/03/05/06) there is no protective coatings being applied to the interior of the SBR trains 5 and 6.
- Electrical Contractor Clarifications –
 - We added multiple circuits for PLC-SW as there was no official Instrumentation/Control Single Line drawing.
 - The ductbanks were oversized due to added amount of conduits required for controls and spares that were missing. No red dye or rebar was included.
 - The MDPs were listed as 3000A, but the Main Breakers and ATS are 2000A, so 2000A is what we priced for the MDPs. If the MDPs are needed to be 3000A, it will add an additional section to each MDP and add roughly \$75,000.00 to the apparatus pricing.
 - CT Meter Bases, since they are 2000A, are custom built with added cost (over \$9,000.00) and carry a 60 week lead time.
 - No disconnect sizes were shown on the drawings, so all were sized based off the breakers feeding the appropriate equipment.
 - No disconnecting means were shown for any instrumentation, so motor rated switched were included for these.

- On E-9, 800A MB in existing MCC is assumed to remain, if new is added an additional section will be required at roughly \$20,000.00.
- Jacket Heater circuits show going to MDPB. They have been rerouted to Panel LSW due to proximity.
- 50E-1 references FCP1 and FCP3, but only shows FCP1. So, we ran all listed conduits to FCP1.
- No rubber matting included.
- On 60E-01, disconnects were added after the control panel for the mixers.
- Danfoss has excluded VFD spare parts.
- Harmonic Analysis was excluded by the VFD supplier, but we have included an allotment for it.

The Owner Direct Purchase (ODP) process can be incorporated into this project to save tax dollars for the City. A list of these ODP items and overall amount will be produced after the GMP is approved.

Should you have any questions or comments do not hesitate to contact me.

Sincerely,



Erik Anderson, P.E.
Director of Collaborative Delivery
Wharton-Smith, Inc.

ATTACHMENT 2 – GMP Cost Summary



Leesburg Turnpike WRF Upgrade PH 2
Guaranteed Maximum Price
8/1/2023

COST SUMMARY						
		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		\$ 50,249	\$ 30,800	\$ 7,051,095	\$ 23,554,591	\$ 30,686,736
Sales Tax on Purchase Orders					\$ 493,577	\$ 493,577
Total GC's		\$ 2,901,828	\$ -	\$ -	\$ 125,000	\$ 3,026,828
Contingency	5.6%				\$ 2,250,000	\$ 2,250,000
Bond					\$ 213,572	\$ 213,572
Insurance					\$ 259,248	\$ 259,248
Fee	8.0%				\$ 2,954,397	\$ 2,954,397
TOTAL		\$2,952,077	\$30,800	\$7,051,095	\$29,850,385	\$39,884,358

					Leesburg Turnpike WRF Upgrade PH 2			
					Guaranteed Maximum Price			
					8/1/23			
			COST OF WORK					
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
GENERAL REQUIREMENTS DIVISION 0								
GENERAL REQUIREMENTS SUMMARY	1	LS	\$ 50,249	\$ 30,800	\$ 271,377	\$ 130,350	\$ 482,776	
SUBCONTRACTS							\$ 22,859,241	
BP #01 - MECHANICAL INSTALL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 7,994,873	\$ 7,994,873	WHARTON-SMITH
BP #05 - PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 252,365	\$ 252,365	CYPRESS COATING
BP #06 - PRE-ENGINEERED METAL BUILDING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 176,024	\$ 176,024	BREVARD CONSTRUCTORS
BP #07 - ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 5,631,870	\$ 5,631,870	SINNS AND THOMAS
BP #08 - INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 417,548	\$ 417,548	TPC
BP #18 - TRUCK SCALES	1	LS	\$ -	\$ -	\$ -	\$ 209,960	\$ 209,960	SUPERIOR PROCESSING & WEIGHING
PURCHASE ORDERS							\$ 6,779,718	
BP #09 - SOD. HYPO SKIDS	1	LS	\$ -	\$ -	\$ 94,583	\$ -	\$ 94,583	GUARDIAN EQUIPMENT
BP #10 - VT PUMPS	1	LS	\$ -	\$ -	\$ 345,579	\$ -	\$ 345,579	C&V
BP #11 - PROGRESSIVE CAVITY PUMPS	1	LS	\$ -	\$ -	\$ 160,766	\$ -	\$ 160,766	SEEPEX
BP #12 - BELT PRESS AND SLUDGE PUMPS	1	LS	\$ -	\$ -	\$ 622,000	\$ -	\$ 622,000	ALFA LAVAL
BP #13 - SBR EQUIPMENT	1	LS	\$ -	\$ -	\$ 645,994	\$ -	\$ 645,994	PARKSON CORP
BP #14 - SUBMERSIBLE PUMP	1	LS	\$ -	\$ -	\$ 333,885	\$ -	\$ 333,885	BARNEY'S PUMPS
BP #15 - DISK FILTER	1	LS	\$ -	\$ -	\$ 774,580	\$ -	\$ 774,580	AQUA AEROBICS
BP #16 - MECH. SCREENS - STEP SCREENS	1	LS	\$ -	\$ -	\$ 525,000	\$ -	\$ 525,000	HUBER TECHNOLOGY
BP #17 - GRIT REMOVAL EQUIPMENT	1	LS	\$ -	\$ -	\$ 908,333	\$ -	\$ 908,333	HYDRO INTERNATIONAL
BP #19 - NON-CLOG SCREW CENTRIFUGAL	1	LS	\$ -	\$ -	\$ 69,750	\$ -	\$ 69,750	HAYWARD GORDON
BP #20 - GENERATOR	1	LS	\$ -	\$ -	\$ 1,070,760	\$ -	\$ 1,070,760	TAW POWER SYSTEMS
BP #21 - SBR MIXERS AND CCC MIXERS	1	LS	\$ -	\$ -	\$ 324,844	\$ -	\$ 324,844	C&V
BP #22 - FINE BUBBLE DIFFUSERS	1	LS	\$ -	\$ -	\$ 197,200	\$ -	\$ 197,200	EDI
BP #23 - HYBRID SCREW PD BLOWERS	1	LS	\$ -	\$ -	\$ 436,944	\$ -	\$ 436,944	HARDY PRO-AIR SYSTEMS
BP #24 - SST SLIDE GATES	1	LS	\$ -	\$ -	\$ 269,500	\$ -	\$ 269,500	RW GATES
ALLOWANCES							\$ 565,000	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
ALLOWANCE FOR INDEPENDENT TESTING	1	LS	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	
ALLOWANCE FOR SECURITY/ACCESS CONTROL SYSTEMS	1	LS	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	
ALLOWANCE FOR ADDITIONAL ASPHALT	1	LS	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	
ALLOWANCE FOR HDPE LINER REPAIR	1	LS	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	
ALLOWANCE FOR EIGHT (8) 480V MIXER CONTROL PANELS	1	LS	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	
TOTAL DIRECT COST			\$ 50,249	\$ 30,800	\$ 7,051,095	\$ 23,554,591	\$ 30,686,736	



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	LEESBURG TURNPIKE WRF, PHASE 2					
ESTIMATE #:	22-029.6					

GENERAL CONDITIONS																
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT	
PROJECT MANAGEMENT TEAM	W/ 7% TAX															
FIELD STAFF																
Senior Superintendent	95	WK	40	\$147.00	\$5,880.00	3,819	\$561,422			\$0.00		\$0	\$0		\$0	\$561,422
Field Engineer	95	WK	40	\$97.00	\$3,880.00	3,819	\$370,462			\$0.00		\$0	\$0		\$0	\$370,462
OFFICE STAFF				\$0.00												
Senior Project Manager	104	WK	40	\$146.00	\$5,840.00	4,166	\$608,294			\$0.00		\$0	\$0		\$0	\$608,294
Assistant Project Manager	104	WK	40	\$104.00	\$4,160.00	4,166	\$433,306			\$0.00		\$0	\$0		\$0	\$433,306
Project Engineer	104	WK	40	\$80.00	\$3,200.00	4,166	\$333,312			\$0.00		\$0	\$0		\$0	\$333,312
Project Engineer-Intern	95	WK	24	\$39.00	\$936.00	2,292	\$89,369			\$0.00		\$0	\$0		\$0	\$89,369
Administrative Assistant	95	WK	16	\$69.00	\$1,104.00	1,528	\$105,410			\$0.00		\$0	\$0		\$0	\$105,410
OTHER STAFF				\$0.00												
Executive Management	95	WK	8	\$181.00	\$1,448.00	764	\$138,255			\$0.00		\$0	\$0		\$0	\$138,255
Project Accountant	95	WK	8	\$69.00	\$552.00	764	\$52,705			\$0.00		\$0	\$0		\$0	\$52,705
Quality Manager	95	WK	8	\$150.00	\$1,200.00	764	\$114,576			\$0.00		\$0	\$0		\$0	\$114,576
Safety Manager	95	WK	8	\$124.00	\$992.00	764	\$94,716			\$0.00		\$0	\$0		\$0	\$94,716
RELATED MANAGEMENT COSTS																
Software Costs	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$100,000	\$100,000	\$100,000
Travel Expenses for On-Site Staff	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0	\$25,000.00	\$25,000	\$25,000
				\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0
TOTAL GENERAL CONDITIONS						27,012	\$2,901,828			\$0		\$0	\$0	\$125,000	\$3,026,828	



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: LEESBURG TURNPIKE WRF, PHASE 2
ESTIMATE #: 22-029.6

GENERAL REQUIREMENTS		0 DIRECT MANHOURS				0	MANWEEKS										
	DURATION =		22	MONTHS, PLANNED		0	MEN										
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS	
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT		
	W/ 7% TAX																
TEMP.FACILITIES & UTILITIES																	
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	40	\$45.00	\$1,800.00	40	\$1,800			\$0.00	\$2,250.00	\$2,250	\$2,408		\$0	\$4,208	
WATER, MONTHLY	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$250.00	\$5,500	\$5,885		\$0	\$5,885	
ELECTRIC, MONTHLY CHARGES	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,200.00	\$26,400	\$28,248		\$0	\$28,248	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – W-S	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$400.00	\$400	\$400	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – ENGINEER	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$300.00	\$300	\$300	
INTERNET/TELEPHONE, MONTHLY CHARGES – W-S	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$11,000	\$11,770		\$0	\$11,770	
FIELD OFFICE, WHARTON SMITH INC	22	MO	5	\$45.00	\$225.00	110	\$4,950			\$0.00	\$2,000.00	\$44,000	\$47,080		\$0	\$52,030	
FIELD OFFICE, WHARTON SMITH – DISASSEMBLY AND RETURN	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$21,500.00	\$21,500	\$23,005	\$6,000.00	\$6,000	\$29,005	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (PURCHASE)	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$4,500.00	\$4,500	\$4,815		\$0	\$4,815	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (RENTAL)	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,100.00	\$24,200	\$25,894		\$0	\$25,894	
JOB OFFICE SUPPLIES	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,000.00	\$22,000	\$23,540		\$0	\$23,540	
COMPUTER EQUIPMENT FOR FIELD OFFICE – W-S	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$5,350	
TOOL TRAILERS – 1 REQUIRED	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$11,000	\$11,770		\$0	\$11,770	
TEMPORARY TOILETS – 1 REQUIRED	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$11,000	\$11,770		\$0	\$11,770	
TEMPORARY SEWAGE HOLDING TANKS – ENGINEER & W-S	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$300.00	\$6,600	\$7,062		\$0	\$7,062	
CONSTRUCTION EQUIPMENT & TOOLS																	
SMALL TOOLS AND SUPPLIES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000	\$5,000	\$5,350		\$0	\$5,350	
ATV/SIDE-BY-SIDE	22	MO		\$45.00	\$0.00	0	\$0	2	\$700.00	\$30,800.00	\$100.00	\$2,200	\$2,354		\$0	\$33,154	
SAFETY & HEALTH & HOUSEKEEPING																	
SAFETY MEETINGS	95	WK	1.1	\$45.00	\$49.50	105	\$4,726			\$0.00		\$0	\$0		\$0	\$4,726	
SAFETY DEVICES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$5,350	
CLEAN-UP THROUGHOUT DURATION OF PROJECT	95	WK	6	\$45.00	\$270.00	573	\$25,780			\$0.00		\$0	\$0		\$0	\$25,780	
DUMPSTERS	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$2,500.00	\$55,000	\$58,850		\$0	\$58,850	
JANITORIAL – ENGINEER'S TRAILER	95	WK	2	\$45.00	\$90.00	191	\$8,593			\$0.00	\$5.00	\$477	\$511		\$0	\$9,104	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																	
BUILDER'S RISK INSURANCE–NON-COASTAL COUNTY	22	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$3,200.00	\$70,400	\$70,400	
PROJECT DOCUMENTATION AND SERVICES																	
PROJECT SIGNS	1	LS	40	\$45.00	\$1,800.00	40	\$1,800			\$0.00	\$1,750.00	\$1,750	\$1,873		\$0	\$3,673	
PHOTOGRAPHS	22	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$250.00	\$5,500	\$5,885		\$0	\$5,885	
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$1,750.00	\$1,750	\$1,750	
DESIGN SERVICES (CADD) – AS-BUILTS	1	LS	40	\$65.00	\$2,600.00	40	\$2,600			\$0.00		\$0	\$0		\$0	\$2,600	
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$1,500.00	\$1,500	\$1,605		\$0	\$1,605	
REGISTERED SURVEYOR SERVICES	22	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$2,000.00	\$44,000	\$44,000	
PROJECT START-UP & CLOSEOUT																	
FINAL SITE SURVEY	1	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$7,500.00	\$7,500	\$7,500	
TOTAL GENERAL REQUIREMENTS						1,099	\$50,249				\$30,800	\$271,377	\$290,374			\$130,350	\$501,773

City of Leesburg			Phase: GMP							Date: 8/1/2023							
Risk Identification			Risk Assessment						Risk Control Measures								Risk Impact & Control Measure Calculations
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact (WDs)	Probability (0-100%)	Severity (1-10) 10=High	Rank (PxS) 10=Max	Risk Mitigation Strategy	Control Measures in GMP Scope	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure			
1	Weather Delays	Adverse Weather	New	\$100,000	10	30%	3	0.90	Adquate schedule durations, contingency days for impact	Contingency	\$30,000	\$0	\$30,000	\$0	CM Contingency		
2	Development Review/ Building / FDEP Permit Review Delays	Permitting	New	\$100,000	10	30%	3	0.90	Coordinate mobilization with design teams completion of this permitting activity. Incorporate contingency for potential delay of project activity.	Contingency	\$30,000	\$0	\$30,000	\$0	CM Contingency		
3	Incomplete alignment with design scope for site clearing and tree removal.	Undefined Scope	New	\$50,000	0	30%	3	0.90	Incorporate contingency amount to accommodate for potential incompletely tree clearing. Does not assume any wetland or conservation activities.	Contingency	\$15,000	\$0	\$15,000	\$0			
4	Incomplete alignment with design scope for site asphalt and concrete paving.	Undefined Scope	New	\$200,000	10	50%	5	2.50	Incorporate an allowance to accommodate unforeseen site paving efforts.	Allowance	\$100,000	\$100,000	\$0	\$0			
5	Incomplete alignment with design scope for Preliminary Treatment Structure Modifications	Undefined Scope	New	\$80,000	20	50%	3	1.50	Incorporate contingency to accommodate potential concrete and pipng restoration with bypassing activities	Contingency	\$40,000	\$0	\$40,000	\$0	Allowance for site work		
6	Incomplete alignment with design scope for Disk Filter Modifications	Undefined Scope	New	\$30,000	0	30%	3	0.90	Incorporate contingency to accommodate backwash piping and pump accomodations.	Contingency	\$9,000	\$0	\$9,000	\$0			
7	Incomplete alignment with design scope for Chlorine Contact Tank	Undefined Scope	New	\$75,000	10	30%	5	1.50	Incorporate contingency to accommodate for unforeseen activities associated with demolition and bypassing as part of the CCT modifications.	Contingency	\$22,500	\$0	\$22,500	\$0			
8	Incomplete alignment with design scope for Reclaimed and Reject Pond Modifications	Undefined Scope	New	\$190,000	10	50%	5	2.50	Incorporate contingency amount to accommodate for unforeseen piping connections, modifications to the pond berms, and restoration activities associated with the new piping efforts. .	Contingency	\$95,000	\$0	\$95,000	\$0	Allowance for valve work at wells		
9	Reject/Reclaimed Water Liner Repair	Undefined Scope	New	\$40,000	0	100%	3	3.00	Unknown liner information, include allowance for each pond liner repair associated with new pipe penetrations	Allowance	\$40,000	\$40,000	\$0	\$0			
10	Incomplete alignment with design scope for Dewatering Building and Belt Filter Press Modifications	Undefined Scope	New	\$80,000	10	50%	3	1.50	Incorporate contingency amount to account for potential unforeseen activities with the new belt filter press building expansion and coordination with the sludge digesters	Contingency	\$40,000	\$0	\$40,000	\$0			
11	Incomplete alignment with design scope for the main electrical power system	Undefined Scope	New	\$350,000	30	50%	8	4.00	Incorporate contingency amount to account for updates to the electrical gear associated with the facility improvements.	Contingency	\$175,000	\$0	\$175,000	\$0			
12	Incomplete alignment with design scope for the digester electrical power system	Undefined Scope	New	\$200,000	10	50%	3	1.50	Incorporate contingency amount to account for electrical system modifications at each digester electrical building	Contingency	\$100,000	\$0	\$100,000	\$0			
13	Incomplete alignment with design scope for the chlorine contact tank electrical system	Undefined Scope	New	\$200,000	30	100%	8	8.00	Incorporate contingency amount to accound for electrical system modifications for the mixers and slide gate motorized actuators and field controls.	Contingency	\$200,000	\$0	\$200,000	\$0			
14	Incomplete alignment with design scope for the pond modifications electrical system	Undefined Scope	New	\$125,000	30	100%	8	8.00	Incorporate contingency amount to accound for the electrical system modifications for the new pond motorized actuators and field controls.	Contingency	\$125,000	\$0	\$125,000	\$0			
15	Incomplete alignment with design scope for the new electrical building and gear	Undefined Scope	New	\$125,000	10	50%	5	2.50	Incorporate contingency amount to account for electrical system modifications in the new electrical building and HVAC system.	Contingency	\$62,500	\$0	\$62,500	\$0			
16	SBR Mixer Control Panels	Undefined Scope	New	\$150,000	30	100%	5	5.00	Add allowance to account for the eight (8) 480V control panels at the new SBR basins.	Allowance	\$150,000	\$150,000	\$0	\$0			
17	Incomplete alignment with design scope for the new SBR control system	Undefined Scope	New	\$20,000	5	100%	4	4.00	Include contingency amout to account for unforeseen efforts to update existing and new SBR controls as well as incorporate into facility SCADA system.	Contingency	\$20,000	\$0	\$20,000	\$0			
18	Incomplete alignment with design scope for the new CCT control system	Undefined Scope	New	\$60,000	5	100%	4	4.00	Include contingency amout to account for unforeseen efforts to update new and existing CCT actuator valve controls as well as incorporate into facility SCADA system.	Contingency	\$60,000	\$0	\$60,000	\$0			
19	Incomplete alignment with design scope for the reject/reclaimed ponds control systems	Undefined Scope	New	\$58,000	5	100%	4	4.00	Include contingency amout to account for unforeseen efforts to update new pond actuator valve controls as well as incorporate into facility SCADA system.	Contingency	\$58,000	\$0	\$58,000	\$0			
20	Incomplete alignment with design scope for the new BFP control system	Undefined Scope	New	\$80,000	5	50%	4	2.00	Include contingency amout to account for unforeseen efforts to update new BFP and cake pump controls as well as incorporate into facility SCADA system.	Contingency	\$40,000	\$0	\$40,000	\$0			
21	Additional design scope for odor control	Design	New	\$500,000	120	50%	8	4.00	Include contingency amount to install new odor control system not incorporated into the current design.	Contingency	\$250,000	\$0	\$250,000	\$0			
22	Additional desgin scope for influent flow meter assembly modifications	Design	New	\$350,000	120	50%	8	4.00	Include contingency amount to install modifications to the influent flow meter assembly on existing Villages force main not incorporated into the current design.	Contingency	\$175,000	\$0	\$175,000	\$0			
23	Additional desgin scope for installation of effluent transfer pumping to Villages pond	Design	New	\$500,000	120	50%	8	4.00	Include contingency amount to install modifications to the effluent pump station to pump directly to the Villages north reclaimed pond. This work is not incorporated into the current design.	Contingency	\$250,000	\$0	\$250,000	\$0			
24	Building Permitting Fees	Permitting	No Change	\$50,000	0	100%	3	3.00	Include allowance for anticipated permitting and inspection fees	Allowance	\$50,000	\$50,000	\$0	\$0	Allowance for Permitting		
25	Independent Testing	Contract Requirements	No Change	\$75,000	0	100%	5	5.00	Include allowance for anticipated project and material testing efforts.	Allowance	\$75,000	\$75,000	\$0	\$0			
26	Security/Access Control Systems	Design	New	\$150,000	0	100%	5	5.00	Provide an allowance to cover potential site access and security for project upgrades.	Allowance	\$150,000	\$150,000	\$0	\$0			
27	Procurement / Delivery Delays	Procurement	No Change	\$50,000	5	30%	3	0.90	Incorpte appropriate time in schedule and adquate terms in the contract.	Contingency	\$15,000	\$0	\$15,000	\$0	CM Contingency		
28	Construction Delays / Subcontractor Performance	Construction Schedule	No Change	\$50,000	5	30%	3	0.90	Proper terms and conditions, maintain adquate time for subcontractor coordination and work	Contingency	\$15,000	\$0	\$15,000	\$0	CM Contingency		
29	Critical Path Delays - Evaluation and Decision Making	Construction Schedule	No Change	\$50,000	5	30%	5	1.50	Perform proper construction planning and incorporate Engineer and Owner as part of strategic construction activities.	Contingency	\$15,000	\$0	\$15,000	\$0	CM Contingency		
30	Latent Defects (Misfabrication) of Materials/Equipment	Quality	No Change	\$30,000	5	30%	3	0.90	Proper terms and conditions, maintain proper oversight to vendors and establish proper coordination with Owner and Engineer for potential corrective actions.	Contingency	\$9,000	\$0	\$9,000	\$0	CM Contingency		
31	Unforeseen Utility Conflicts	Unknown Site Conditions	No Change	\$50,000	10	30%	3	0.90	Coordinate necessary site utility coordination on project schedule. Incorporate proper durations to accommodate for potential unforeseen activities. Use prior information to assist with this insight during project activities.	Contingency	\$15,000	\$0	\$15,000	\$0	CM Contingency		

City of Leesburg															Date: 8/1/2023
Project:Turnpike WWTF Phase 2 Upgrades															Phase: GMP
Risk Identification			Risk Assessment						Risk Control Measures						Risk Impact & Control Measure Calculations
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact (WDs)	Probability (0-100%)	Severity (1-10) 10=High	Rank (PxS) 10=Max	Risk Mitigation Strategy	Control Measures in GMP Scope	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
32	New Technology Testing Installation	Owner Operational Impacts	New	\$500,000	0	75%	5	3.75	Potential work associated with the new ballisted sludge work anticipated to be installed in SBR 4 - Added contingency amounts to accommodate this work. Grant funded activity.	Contingency	\$375,000	\$0	\$375,000	\$0	
33	Unforeseen Material Escalation	Contract Requirements	No Change	\$30,000	0	30%	3	0.90	incorporate contingency amount to accommodate potential material escalation. Minimize this activty with proper execution of contracts.	Contingency	\$9,000	\$0	\$9,000	\$0	
			PROJECT TOTALS	\$4,698,000	630					\$0	\$2,815,000	\$565,000	\$2,250,000	\$0	

Project ID: 22-029
Run 26-Jul-23 at 13:51

Actual Work
 Critical Remaining Work
 Remaining Work

 Milestone

Page 1 of 7
 Data Date: 26-Jul-23
TASK filter: Not Completed.

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025	
								Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	A2730	Rough-in Equipment	5	5	19-Mar-24	25-Mar-24	0%	310																												
	A2720	Tie Into Existing System	3	3	16-Apr-24	18-Apr-24	0%	297																												
	A2740	Pull Wire & Terminate	5	5	30-Apr-24	06-May-24	0%	285																												
	A2750	Sodium Hypo Upgrade Ready for Plant Start-up	0	0		06-May-24	0%	285																												
	Process 115 - Belt Filter Press & Scale																																			
	A2760	Prep-Sub Grade	5	5	29-Mar-24	04-Apr-24	0%	182																												
	A2780	Install In & Under Process Piping	15	15	05-Apr-24	25-Apr-24	0%	182																												
	A2770	Install In & Under Electrical for Equipment/Scale	10	10	26-Apr-24	09-May-24	0%	182																												
	A2790	F/R/P Scale Ramps/Foundations	20	20	10-May-24	07-Jun-24	0%	192																												
	A2870	Install PEMB Addition over Scale	20	20	10-Jun-24	08-Jul-24	0%	192																												
	A2820	Set Truck Scale Equipment	10	10	09-Jul-24	22-Jul-24	0%	192																												
	A2800	F/R/P Filter Press Area Slab on Grade w/ Drain Sump	15	15	11-Jul-24	31-Jul-24	0%	140																												
	A2880	Install PEMB Addition Over Belt Press	20	20	01-Aug-24	28-Aug-24	0%	140																												
	A2810	Set Filter Press Equipment & Accessories	25	25	29-Aug-24	03-Oct-24	0%	140																												
	A2890	Install Lighting	10	10	29-Aug-24	12-Sep-24	0%	195																												
	A2830	Rough-In Equipment	15	15	04-Oct-24	24-Oct-24	0%	140																												
	A2860	Install Above Grade Piping Complete	15	15	04-Oct-24	24-Oct-24	0%	165																												
	A2840	Pull Wire & Terminate	15	15	25-Oct-24	14-Nov-24	0%	140																												
	A2850	Energize & Check I/O	10	10	13-Mar-25	26-Mar-25	0%	60																												
	A2900	Belt Press Upgrade Ready for Plant Start-up	0	0		26-Mar-25	0%	60																												
	Process 140 - In-Plant Drain Pump Station																																			
	A2910	Install Dewatering System	5	5	02-May-24	08-May-24	0%	226																												
	A2920	Install Shoring System & Excavate	15	15	09-May-24	30-May-24	0%	226																												
	A2930	Install Wet Well Complete	10	10	31-May-24	13-Jun-24	0%	226																												
	A2940	Backfill & Remove Dewatering	5	5	14-Jun-24	20-Jun-24	0%	226																												
	A2950	Install Pumps/Rails/Floats/Control Panel/Etc.	15	15	21-Jun-24	12-Jul-24	0%	226																												
	A2960	Rough-in Equipment	5	5	15-Jul-24	19-Jul-24	0%	226																												
	A2970	Pull Wire & Terminate	5	5	22-Jul-24	26-Jul-24	0%	226																												
	A2990	Energise, Perform Draw Down Testing, I/O Check	2	2	13-Mar-25	14-Mar-25	0%	68																												
	A2980	In-Plant Drain Pump Station Ready for Plant Start-up	0	0		14-Mar-25	0%	68																												

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 1 - Master Plant Contractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Wharton-Smith		Sawcross				Company
		Matt Peterson		Mark Hickinbotham		Contact Name		
		407-321-8410		904-751-7500		Phone Number		
Base Bid Before Alternates		\$7,994,873.00		\$8,316,100.00				
Bid Item		\$7,994,773.00		\$8,243,000.00		\$-		
Payment and Performance Bonds		\$-		\$73,000.00		\$-		
Indemnification		\$100.00		\$100.00		\$-		
Alternates								
		\$-		\$-		\$-		
		\$-		\$-		\$-		
		\$-		\$-		\$-		
		\$-		\$-		\$-		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		N		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:		\$7,994,873.00		\$8,316,100.00		\$-		\$-
Bond Adjustment (If not Included):	0.0%	\$-	0.0%	\$-	0.0%	\$-	0.0%	\$-
Scope Adjustment:								
Total Adjusted Scope:		\$7,994,873.00		\$8,316,100.00		\$-		\$-
		\$7,994,873.00		\$8,316,100.00		\$-	NO BID	

Recommend award to Wharton-Smith, Inc.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 2 - Sitework Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Wharton-Smith		Hardy Tractor		Marlin Construction		D2 Paving	
	Matt Peterson		NO BID		NO BID		NO BID	
	407-321-8410							
Base Bid Before Alternates	\$ 2,050,474.00							
Bid Item	\$ 2,050,374.00		\$ -		\$ -			
Payment and Performance Bonds	\$ -		\$ -		\$ -			
Indemnification	\$ 100.00		\$ -		\$ -			
Alternates								
	\$ -		\$ -		\$ -			
	\$ -		\$ -		\$ -			
	\$ -		\$ -		\$ -			
	\$ -		\$ -		\$ -			
Bid Document Requirements								
Bid Form	Y							
Clarifications / Exceptions	N							
Acknowledged Addenda	Y							
Additional Notes								
SUBTOTAL:	\$ 2,050,474.00		\$ -		\$ -		\$ -	
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$ 2,050,474.00		\$ -		\$ -		\$ -	
	\$ 2,050,474.00		NO BID		NO BID		NO BID	

Recommend award to Wharton-Smith, Inc.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 3 - Concrete Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Wharton-Smith		Integ-crete		VMG Construction		Baker Concrete	
	Matt Peterson		Justin Drawdy		Eric Martinez		Russ Humphreys	
	407-321-8410		772-216-4412		407-347-9536		813-494-0592	
Base Bid Before Alternates		\$ 6,845,131.00		\$ 6,163,250.00		\$ 6,191,116.50		\$ 6,710,550.00
Bid Item		\$ 6,845,031.00		\$ 6,101,150.00		\$ 6,099,622.50		\$ 6,710,550.00
Payment and Performance Bonds		\$ -		\$ 62,000.00		\$ 91,494.00		\$ -
Indemnification		\$ 100.00		\$ 100.00		\$ -		\$ -
Alternates								
Deduct for Truck Scale Concrete for first and second place		\$ -		\$ (84,675.00)		\$ (124,890.00)		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y		Y		Y		N
Clarifications / Exceptions		N		Y		Y		Y
Acknowledged Addenda		Y		Y		Y		N
Additional Notes								
SUBTOTAL:		\$ 6,845,131.00		\$ 6,163,250.00		\$ 6,191,116.50		\$ 6,710,550
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	1.5%	\$ 100,658
Scope Adjustment:				\$ (84,675)		\$ (124,890)		
Total Adjusted Scope:		\$ 6,845,131.00		\$ 6,078,575.00		\$ 6,066,226.50		\$ 6,811,208
		\$ 6,845,131.00		\$ 6,078,575.00		\$ 6,066,226.50		\$ 6,811,208

Recommend award to VMG Construction, Inc. The Truck Scale Subcontractor has carried all concrete associated with the installation, so a deduct was requested between the first and second place Concrete Subcontractors.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 4 - Roofing Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Core Roofing Systems		RMS Roofing		R F Lusa & Sons		Company	
	Wes Malone		Richard Tennyson		Robbie Lusa		Contact Name	
	407-435-5339		407-245-7663		863-944-1003		Phone Number	
Base Bid Before Alternates	\$	59,900.00	NO BID		NO BID			
Bid Item	\$	58,550.00	\$	-	\$	-		
Payment and Performance Bonds	\$	1,250.00	\$	-	\$	-		
Indemnification	\$	100.00	\$	-	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:	\$	59,900.00	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$	0.0%	\$	0.0%	\$	0.0%	\$
Scope Adjustment:								
Total Adjusted Scope:	\$	59,900.00	\$	-	\$	-	\$	-
	\$	59,900.00	NO BID		NO BID		NO BID	

Recommend award to Core Roofing Systems, LLC.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 5 - Coating Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Cypress Construction & Coatings		Universal Painting Corp		Exceletech		Company	
	Autumn Collins		Dave Billingsley		Rick Scruggs		Contact Name	
	225-603-4102		864-844-3512		407-466-4429		Phone Number	
Base Bid Before Alternates	\$	252,365.00	\$	1,585,171.00	NO BID			
Bid Item	\$	244,735.00	\$	1,524,107.00	\$	-		
Payment and Performance Bonds	\$	7,530.00	\$	60,964.00	\$	-		
Indemnification	\$	100.00	\$	100.00	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:	\$	252,365.00	\$	1,585,171.00	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	252,365.00	\$	1,585,171.00	\$	-	\$	-
	\$	252,365.00	\$	1,585,171.00	NO BID		NO BID	

Recommend award to Cypress Construction & Coatings, Inc.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 6 - PEMB Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Brevard Constructors		Trident Building Systems		Cardinal Building Systems		Company	
	Marty Gordon		Dave Ketchum		Joe Sickmeyer		Contact Name	
	321-403-5005		941-755-3067		352-475-2332		Phone Number	
Base Bid Before Alternates	\$	176,024.00	NO BID		NO BID			
Bid Item	\$	170,800.00	\$	-	\$	-		
Payment and Performance Bonds	\$	5,124.00	\$	-	\$	-		
Indemnification	\$	100.00	\$	-	\$	-		
Alternates								
1. Change Primary steel to HDG	\$	6,600.00	\$	-	\$	-		
2. Removal of existing side walls, and installing Green with both new sections matching.	\$	46,200.00	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:	\$	176,024.00	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	176,024.00	\$	-	\$	-	\$	-
	\$	176,024.00	NO BID		NO BID		NO BID	

Recommend award to Brevard Constructors. Additional Notes: The color selection was made during the pre-bid walk through for the base scope. The sidewalls will match (as best as possible) to the Tan that is existing. There are alternates provided to make the new additions' side panels green and remove/install new the side panels of the existing building to make the whole structure's panels Green.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 7 - Electrical Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Sinns & Thomas, Inc.		Electric Services, Inc.				Company	
	Kyle Sinns		Caleb Hyatt				Contact Name	
	407-696-6042		352-787-1322				Phone Number	
Base Bid Before Alternates	\$	5,631,870.00	\$	6,817,600.00				
Bid Item	\$	5,590,000.00	\$	6,750,000.00	\$	-		
Payment and Performance Bonds	\$	41,770.00	\$	67,500.00	\$	-		
Indemnification	\$	100.00	\$	100.00	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		N				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:	\$	5,631,870.00	\$	6,817,600.00	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	5,631,870.00	\$	6,817,600.00	\$	-	\$	-
	\$	5,631,870.00	\$	6,817,600.00	\$	-	NO BID	

Recommend award to Sinns & Thomas Electrical Contractors, Inc. Additional notes: There are notes, and clarifications made by Sinns & Thomas that have been provided in the executive summary of the GMP deliverable.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 8 - PICS Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Revere Control Systems, Inc.		Telemetry & Process Control, Inc.				Company	
	Jean Mead		Dan Edison				Contact Name	
	863-581-6865		651-430-0435				Phone Number	
Base Bid Before Alternates		\$ 487,000.00						
Bid Item		\$ 481,500.00		\$ 401,465.00		\$ -		
Payment and Performance Bonds		\$ 5,400.00		\$ 4,336.00		\$ -		
Indemnification		\$ 100.00		\$ 100.00		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:		\$ 487,000.00		\$ 405,901.00		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:				\$ 11,647				
Total Adjusted Scope:		\$ 487,000.00		\$ 417,548.00		\$ -		\$ -
		\$ 487,000.00		\$ 417,548.00		\$ -		NO BID

Recommend award to Telemetry & Process Control, Inc. Tax has been added to make their contract value whole.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 9 - Chemical Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Guardian Equipment, Inc.		Carl Eric Johnson, Inc				Company	
	Alan Cliburn		Kevin Eisert				Contact Name	
	407-936-2216		678-377-3100				Phone Number	
Base Bid Before Alternates	\$	94,583.00	\$	46,939.00				
Bid Item	\$	94,583.00	\$	46,939.00	\$	-		
Payment and Performance Bonds	\$	-	\$	-	\$	-		
Indemnification	\$	-	\$	-	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		N		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:	\$	94,583.00	\$	46,939.00	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$	0.0%	\$	0.0%	\$	0.0%	\$
		-		-		-		-
Scope Adjustment:								
Total Adjusted Scope:	\$	94,583.00	\$	46,939.00	\$	-	\$	-
	\$	94,583.00	\$	46,939.00	\$	-		NO BID

Recommend award to Guardian Equipment, Inc. CEJCO had an incomplete bid as they did not quote the Chemical Skid. Tax on this amount will be carried in the overall GMP.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 10 - Vertical Turbine Pump Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Carter & VerPlanck		Tom Evans Env.		Barney's Pumps		Company	
	Brandon Lang		Jose Leon		Matt Curis		Contact Name	
	813-841-5200		863-430-4511		863-557-6298		Phone Number	
Base Bid Before Alternates		\$ 267,979.00		NO BID		NO BID		
Bid Item		\$ 267,979.00		\$ -		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
1. Provide Seals that match ones on site.		\$ (43,100.00)		\$ -		\$ -		
2. Removal of Spare Parts.		\$ (24,300.00)		\$ -		\$ -		
3. Use of Ph. 1 Anchor Bolt Calcs		\$ (10,200.00)		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:		\$ 267,979.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 77,600						
Total Adjusted Scope:		\$ 345,579.00		\$ -		\$ -		\$ -
		\$ 345,579.00		NO BID		NO BID		NO BID

Recommend award to Carter & VerPlanck. Please note that there are VE Items to consider for this scope of supply. Please see the C&V Bid for a detailed explanation of the VE items.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 11 - Progressive Cavity Pump Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Seepex (C/O MTS)		Netzsich (Via C&V)				Company	
	Bob Bierhorst		Brandon Lang				Contact Name	
	813-929-4454		813-841-5200				Phone Number	
Base Bid Before Alternates	\$	149,766.00		NO BID				
Bid Item	\$	149,766.00	\$	-	\$	-		
Payment and Performance Bonds	\$	-	\$	-	\$	-		
Indemnification	\$	-	\$	-	\$	-		
Alternates								
Quote adjustment for SST Hopper	\$	11,000.00	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		N						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:	\$	149,766.00	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:	\$	11,000						
Total Adjusted Scope:	\$	160,766.00	\$	-	\$	-	\$	-
	\$	160,766.00		NO BID	\$	-		NO BID

Recommend award to Seepex (via MTS).

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 12 - Belt Filter Press Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Alfa-Laval (C/O MTS)						Company	
	Bob Bierhorst						Contact Name	
	813-929-4454						Phone Number	
Base Bid Before Alternates	\$	622,000.00						
Bid Item	\$	622,000.00		\$ -		\$ -		
Payment and Performance Bonds	\$	-		\$ -		\$ -		
Indemnification	\$	-		\$ -		\$ -		
Alternates								
	\$	-		\$ -		\$ -		
	\$	-		\$ -		\$ -		
	\$	-		\$ -		\$ -		
	\$	-		\$ -		\$ -		
Bid Document Requirements								
Bid Form			Y					
Clarifications / Exceptions			Y					
Acknowledged Addenda			Y					
Additional Notes								
SUBTOTAL:	\$	622,000.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	622,000.00		\$ -		\$ -		\$ -
		\$ 622,000.00			\$ -			NO BID

Recommend award to Alfa-Lavcal care of MTS.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 13 - SBR Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Parkson Corp (C/O MTS Env)		Evoqua (C/O Heyward FL)				Company	
	Adam Theidke		Aaron Glauch				Contact Name	
	913-745-1713		262-521-8306				Phone Number	
Base Bid Before Alternates		\$ 645,994.00						
Bid Item		\$ 645,894.00		\$ 734,800.00		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ 100.00		\$ -		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:		\$ 645,994.00		\$ 734,800.00		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 645,994.00		\$ 734,800.00		\$ -		\$ -
		\$ 645,994.00		\$ 734,800.00		\$ -		NO BID

Recommend award to Parkson Corporation. Evoqua is also missing (2) Air Flow Meters.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 14 - Submersible Pump Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Barney's Pumps		ABS Pumps				Company	
	Matt Curis		Dale Jahn				Contact Name	
	863-557-6298		407-790-9751				Phone Number	
Base Bid Before Alternates	\$	333,885.00		NO BID				
Bid Item	\$	333,885.00	\$	-	\$	-		
Payment and Performance Bonds	\$	-	\$	-	\$	-		
Indemnification	\$	-	\$	-	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:	\$	333,885.00	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	333,885.00	\$	-	\$	-	\$	-
	\$	333,885.00		NO BID	\$	-		NO BID

Recommend award to Barney's Pumps.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 15 - Disk Filter Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Aqua-Aerobic Systems, Inc. Harrison DeBruler 815-639-4525						Company
Base Bid Before Alternates		\$ 774,580.00						
Bid Item		\$ 774,580.00		\$ -		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form			Y					
Clarifications / Exceptions			Y					
Acknowledged Addenda			Y					
Additional Notes								
SUBTOTAL:		\$ 774,580.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 774,580.00		\$ -		\$ -		\$ -
		\$ 774,580.00		\$ -		\$ -		NO BID

Recommend award to Aqua-Aerobic Systems, Inc.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 16 - Mechanical Screen Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Huber Technology (C/O Moss Kelley)						Company
		Steve Frank						Contact Name
		704-990-2418						Phone Number
Base Bid Before Alternates		\$ 525,000.00						
Bid Item		\$ 525,000.00		\$ -		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:		\$ 525,000.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 525,000.00		\$ -		\$ -		\$ -
		\$ 525,000.00		\$ -		\$ -	NO BID	

Recommend award to Huber Technology, Inc.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 17 - Grit System Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Hydro-International (C/O Moss-Kelley)						Company
		Adam Neumayer						Contact Name
		503-615-8130						Phone Number
Base Bid Before Alternates		\$ 908,333.00						
Bid Item		\$ 908,333.00		\$ -		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
Additional Notes								
SUBTOTAL:		\$ 908,333.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 908,333.00		\$ -		\$ -		\$ -
		\$ 908,333.00		\$ -		\$ -	NO BID	

Recommend award to Hydro-International.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 18 - Truck Scale Subcontractor

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Superior Processing & Weighing		Mettler Toledo, LLC				Company
		Julio Leal		Max Smith				Contact Name
		239-223-5544		813-731-5478				Phone Number
Base Bid Before Alternates		\$ 209,960.00		\$ 268,773.00				
Bid Item		\$ 203,860.00		\$ 267,377.00		\$ -		
Payment and Performance Bonds		\$ 6,000.00		\$ 1,296.00		\$ -		
Indemnification		\$ 100.00		\$ 100.00		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:		\$ 209,960.00		\$ 268,773.00		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 209,960.00		\$ 268,773.00		\$ -		\$ -
		\$ 209,960.00		\$ 268,773.00		\$ -	NO BID	

Recommend award to Superior Processing & Weighing.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 19 - Centrifugal Pump Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	WEMCO (C/O TSC Jacobs)		Hayward Gordon (C/O Moss Kelley)		Carter & VerPlanck		Company	
	Gerald Mendez		David Caton		Brandon Lang		Contact Name	
	813-625-3318		610-844-5292		813-481-5200		Phone Number	
Base Bid Before Alternates		\$ 105,100.00						
Bid Item		\$ 105,000.00		\$ 69,650.00		\$ 90,995.00		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ 100.00		\$ 100		\$ 100.00		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:		\$ 105,100.00		\$ 69,750.00		\$ 91,095.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 105,100.00		\$ 69,750.00		\$ 91,095.00		\$ -
		\$ 105,100.00		\$ 69,750.00		\$ 91,095.00		NO BID

Recommend award to Hayward Gordon (C/O Moss Kelley).

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 20 - Generator Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Cummins		Ring Power (Cat)		TAW (Kohler)		Company	
	Manu Kan.		Mark Barbarulo		John Bruni		Contact Name	
	614-813-6553		407-383-5840		407-252-3368		Phone Number	
Base Bid Before Alternates		\$ 1,144,471.00		\$ 1,154,155.00		\$ 1,070,760.00		
Bid Item		\$ 1,144,471.00		\$ 1,154,155.00		\$ 1,070,760.00		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
TAW VE - 1,000 KW Enclosure		\$ -		\$ -		\$ (94,785.00)		
TAW VE - 400 KW Enclosure		\$ -		\$ -		\$ (104,460.00)		
TAW VE - 350 KW Enclosure		\$ -		\$ -		\$ (103,500.00)		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y		Y		
Clarifications / Exceptions		Y		Y		Y		
Acknowledged Addenda		Y		Y		Y		
Additional Notes								
SUBTOTAL:		\$ 1,144,471.00		\$ 1,154,155.00		\$ 1,070,760.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 1,144,471.00		\$ 1,154,155.00		\$ 1,070,760.00		\$ -
		\$ 1,144,471.00		\$ 1,154,155.00		\$ 1,070,760.00		NO BID

Recommend award to TAW Kohler. Cummins excluded the Main Breaker portion of the Digester ATS/MB. TAW Kohler also offered substantial value engineering credits for the three Generator Enclosures should the City be acceptable to a non-walk in style in lieu of walk-in style.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 21 - Mixer Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	SPX FLOW		Carter & VerPlanck		National Oilwell Varco (C/O CEJ, Inc.)		Company	
	Austin Bashline		Brandon Lang		Kevin Eisert		Contact Name	
	717-679-7161		813-481-5200		678-377-3100		Phone Number	
Base Bid Before Alternates		\$ 88,761.42						
Bid Item		\$ 88,761.42		\$ 324,744.00		\$ 63,207.00		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ 100.00		\$ 100.00		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y		Y		
Clarifications / Exceptions		Y		Y		Y		
Acknowledged Addenda		Y		Y		Y		
Additional Notes								
		Incomplete Bid - No SBR Mixers		Excluded 8 CP's		Incomplete Bid - No SBR Mixers		
SUBTOTAL:		\$ 88,761.42		\$ 324,844.00		\$ 63,307.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:				\$ -				
Total Adjusted Scope:		\$ 88,761.42		\$ 324,844.00		\$ 63,307.00		\$ -
		\$ 88,761.42		\$ 324,844.00		\$ 63,307.00		NO BID

Recommend award to Carter & Verplanck. C&V excluded the control panels due to lack of design specifics. An allowance was carried in the GMP to contend with the (8) missing 480 V Mixer Control Panels (6 at SBR; 2 at CCC).

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 22 - Diffuser Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Sanitaire (Xylem)		EDI (C/O Carter & VerPlanck)				Company	
	Joseph Ouellette		Brandon Lang				Contact Name	
	414-216-4174		813-481-5200				Phone Number	
Base Bid Before Alternates	\$	220,638.00	\$	197,200.00				
Bid Item	\$	220,538.00	\$	197,100.00	\$	-		
Payment and Performance Bonds	\$	-	\$	-	\$	-		
Indemnification	\$	100.00	\$	100.00	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
Additional Notes								
SUBTOTAL:	\$	220,638.00	\$	197,200.00	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	220,638.00	\$	197,200.00	\$	-	\$	-
	\$	220,638.00	\$	197,200.00	\$	-	NO BID	

Recommend award to EDI (C/O Carter & VerPlanck).

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 23 - PD Blower Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description	Universal Blower Pac (C/O TSC Jacobs)		Kaeser Compressors (C/O MTS Env.)		Hardy Pro-Air Systems		Company	
	Gerald Mendez		George Graves		Tim Meyer		Contact Name	
	813-625-3318		540-642-8567		847-395-2977		Phone Number	
Base Bid Before Alternates	\$	436,944.00	\$	531,232.00	\$	521,176.00		
Bid Item	\$	436,944.00	\$	531,232.00	\$	521,176.00		
Payment and Performance Bonds	\$	-	\$	-	\$	-		
Indemnification	\$	-	\$	-	\$	-		
Alternates								
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
	\$	-	\$	-	\$	-		
Bid Document Requirements								
Bid Form		Y		Y		Y		
Clarifications / Exceptions		N		Y		Y		
Acknowledged Addenda		Y		Y		Y		
Additional Notes								
SUBTOTAL:	\$	436,944.00	\$	531,232.00	\$	521,176.00	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	436,944.00	\$	531,232.00	\$	521,176.00	\$	-
	\$	436,944.00	\$	531,232.00	\$	521,176.00		NO BID

Recommend award to Universal Blower Pac (C/O TSC Jacobs).

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 24 - Slide & Stop Gate Supplier

Turnpike Phase II Expansion

City of Leesburg

Wednesday, July 26, 2023

Scope Item Description		Hydro Gate (C/O Env Sales of FL)		RW Gate (C/O TSC Jacobs)				Company
		Chris Poplin		Gerald Mendez				Contact Name
		303-253-6957		813-625-3318				Phone Number
Base Bid Before Alternates		\$ 296,974.00						
Bid Item		\$ 296,974.00		\$ 269,500.00		\$ -		
Payment and Performance Bonds		\$ -		\$ -		\$ -		
Indemnification		\$ -		\$ -		\$ -		
Alternates								
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form			Y		Y			
Clarifications / Exceptions			Y		Y			
Acknowledged Addenda			Y		Y			
Additional Notes								
SUBTOTAL:		\$ 296,974.00		\$ 269,500.00		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 296,974.00		\$ 269,500.00		\$ -		\$ -
		\$ 296,974.00		\$ 269,500.00		\$ -		NO BID

Recommend award to RW Gate (C/O TSC Jacobs).

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: August 14, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$3,992,440; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution to execute a Construction Services Agreement with a GMP of \$3,992,440 with Wharton Smith, Inc for the expansion and upgrade of Lift Station #72.

Analysis:

With the abundance of growth in the Southern sewershed, Lift Station #72 has been identified as our most critical vulnerability in our collections system. Lift Station #72, located along CR 48 in the Lake Harris Shopping Center, accepts and transfers 90% of the wastewater in the Southern Sewershed. The wastewater model and pump reports for Lift Station #72 show that it will reach capacity once 100 new homes come online. With the projected growth in the Southern Sewershed, approximately 15,000 new homes, it is critical to upgrade and increase the size of Lift Station #72. Failure to do so would result in an inability to serve new homes and increase the potential for system failures that could result in severe FDEP monetary penalties and consent orders.

The City's Engineer of Record, CPH, Inc. has completed the construction design. Wharton-Smith, Inc. has completed their process to calculate the Guaranteed Maximum Price.

Procurement Analysis:

On October 24, 2022, pursuant to Resolution 11196, the City Commission approved execution of a Construction Manager at Risk Services Agreement on a Continuing Basis with Wharton-Smith, Inc. This project is being made under the terms and conditions of the continuing agreement.

Wharton-Smith has submitted to the City the Guaranteed Maximum Price (GMP) for the project. Public Works has reviewed the GMP and approves the amount.

Options:

1. Approve the Resolution authorizing execution of the Construction Services Agreement with a GMP

with Wharton-Smith, Inc. for \$3,992,440; or

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Wastewater budget \$1,080,773 combined with the proposed FY 24 budget \$3,076,289 includes total funding of \$4,157,062 for this project.

Account No. 044-4099-535-6310

Project No. 440002

Requisition No. 55733

WF No. WF1449553

Budget \$4,319,102 (with FY 24 funds included)

Available \$4,157,062 (with FY 24 funds included)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH A GUARANTEED
MAXIMUM PRICE (GMP) WITH WHARTON-SMITH, INC. FOR \$3,992,440;
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with WHARTON-SMITH, INC. whose address is 750 MONROE ROAD, SANFORD, FL 32771, for LIFT STATION #72 UPGRADES.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
CONSTRUCTION SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

THIS AGREEMENT is made as of the 14th day of August in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, Florida 32771 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process as the City’s Construction Manager at Risk (CMaR) to provide Construction Manager at Risk (CMaR) services on a continuing basis.

WHEREAS, the CONSTRUCTION MANAGER shall serve as the Construction Manager/General Contractor on the Lift Station (LS) 72 Upgrades Project.

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into this Agreement for Constructions Services with a Guaranteed Maximum Price (GMP) for Lift Station 72 Upgrades Project.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of:
 - a. This Agreement; and
 - b. Supplemental Conditions attached as Attachment ‘A’; and
 - c. The CONSTRUCTION MANAGER’S Guaranteed Maximum Price (GMP) Proposal incorporated as Attachment ‘B’
2. **Scope of Services.** The Scope of Services is generally described as the construction of the City of Leesburg LS 72 Upgrades (the “Project” or the “Work”).
 - a. The CONSTRUCTION MANAGER shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
 - b. The CONSTRUCTION MANAGER will carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the Project Schedule, and to satisfy all obligations of the CONSTRUCTION MANAGER under the Contract Documents.
3. **Guaranteed Maximum Price.** The CONSTRUCTION MANAGER shall perform the Project for a Guaranteed Maximum Price (GMP) of **\$3,992,440.00**. The cost of the project shall not exceed the GMP. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CONSTRUCTION MANAGER without reimbursement by the CITY.

4. **Changes in the Project**

- a. **Request for a Change Order.** The work schedule or contract time may be changed by a Change Order. The CONSTRUCTION MANAGER's request or claim for a work schedule and/or contract time adjustment shall be in writing delivered to the CITY Representative within ten (10) working days following the discovery of the event that prompted the claim or the date when the event should have been discovered. Where accepted by CITY, changes to the work schedule will only adjust for critical path impacts. Upon receipt of the CONSTRUCTION MANAGER's request for a change in the Work schedule, the CITY will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where CITY and the CONSTRUCTION MANAGER are unable to reach a mutually acceptable resolution of request, CITY will make a commercially reasonable determination.
- b. **Acceptable Ways of Determining Increases or Decreases in the GMP On Change Orders.** An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project or other factor entitling CONSTRUCTION MANAGER to an equitable adjustment of the GMP shall be determined in one or more of the following ways:
 - i. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by CITY;
 - ii. by unit prices stated in the Contract or subsequently agreed upon, if less; or
 - iii. as otherwise mutually agreed to by CITY and the CONSTRUCTION MANAGER
- c. **Itemized Accounting on Change Orders.** If the parties are unable to agree to the pricing of a change order in accordance with this Contract, the CONSTRUCTION MANAGER, provided he receives a written order signed by CITY, 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. However, in the event a Change Order is issued under these conditions, CITY will establish an estimated cost of the Work and the CONSTRUCTION MANAGER shall not perform any Work which cost exceeds that estimate without prior written approval by CITY. In such case, the CONSTRUCTION MANAGER shall keep and present, in such form as CITY may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principles and practices of the increase in the Cost of the Project as outlined herein of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the CONSTRUCTION MANAGER to CITY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

- d. **Emergencies.** In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his 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 9, as long as the emergency was not caused by the CONSTRUCTION MANAGER.

5. **Construction Manager Contingency.** The amount set forth in the GMP which is available for CONSTRUCTION MANAGER's exclusive use for unanticipated costs that are incurred in performing the Work that are not the basis for a Change Order such as overtime, acceleration, and Subcontractor defaults.

6. **Contingency Usage.** The CONSTRUCTION MANAGER will be required to receive CITY authorization, which shall not be unreasonably withheld without limitation, prior to using any of the CONSTRUCTION MANAGER Contingency funds. If CITY does not deny within three (3) business days of request, the CONSTRUCTION MANAGER may use the Contingency funds as if the request had been approved by CITY.

The Contingency may be used for any costs of the work, as defined herein, that are required to execute the work as defined in the GMP. No increase in the Contingency will be allowed once the GMP is established, unless such cost arises from a latent condition or differing site condition. Risk to any other unforeseen circumstance shall be at the risk of the CONSTRUCTION MANAGER, unless approved by CITY via change order and contract amendment. The Construction Manger shall document to CITY with a log and detailed backup including receipts, contracts, invoices or communications to itemize the use Contingency identified in the GMP. The Contingency for this Project will be negotiated at the time of GMP Proposal submission. Any remaining Contingency at the completion of the Project shall be disbursed in accordance with this Contract.

7. **Contingency Savings.** If the CONSTRUCTION MANAGER contingency funds are not used, the amount not spent ("Savings") shall be shared as follows; provided, however, that any liquidated damages due to CITY shall be deducted from any Savings due to CONSTRUCTION MANAGER:

- a. Twenty-five percent (25%) to CONSTRUCTION MANAGER and seventy-five percent (75%) to CITY.
- b. Except as provided herein, savings shall be calculated and paid as part of Final Payment, with the understanding that to the extent CONSTRUCTION MANAGER incurs costs after Final Completion which would have been payable to CONSTRUCTION MANAGER as a Cost of the Work, CONSTRUCTION MANAGER shall be entitled to payment from CITY for that portion of such costs that were distributed to CITY as Savings.

8. **Relationship of the Parties.** The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established by this Agreement and covenants with the CITY as follows: to cooperate fully with the CITY and the CITY's Engineer of Record, CPH Consulting, LLC, on this Project and exercise the CONSTRUCTION MANAGER's skill and judgment in furthering the interests of the CITY; to furnish efficient business administration and supervision;

to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the CITY's interests. The CITY agrees to furnish and approve, in a timely manner, information required by the CONSTRUCTION MANAGER and to make payments, in a timely manner, to the CONSTRUCTION MANAGER in accordance with the requirements of the Contract Documents.

9. **Labor and Materials.** The CONSTRUCTION MANAGER shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the reasonable inspection and approval of the CITY's representative.

10. **Owner Supplied Equipment.** The CITY is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will take reasonable care to protect equipment from damage once it arrives on the Project site. CONSTRUCTION MANAGER will take proper and reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

11. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONSTRUCTION MANAGER will continue to remain in effect until completion of the expressed warranty periods.

12. **Commencement and Completion.** The CITY and the CONSTRUCTION MANAGER mutually agree time is of the essence, to that end, the CONSTRUCTION MANAGER will commence work upon receipt of a Notice to Proceed. Substantial Completion of the entire Project shall be reached no later than **245 CALENDAR DAYS** from the date of the Notice to Proceed. In executing this Agreement, CONSTRUCTION MANAGER affirms the time set for completion is reasonable.

Substantial Completion is dependent upon the CONSTRUCTION MANAGER not experiencing delays to the sequence of Work or production caused by CITY or those for whom CITY is responsible, including but not limited to Owner directed changes, architectural errors or omissions, and utility service providers (collectively, "Owner Delays"). In the event Owner Delays exceed eighteen (18) calendar days, then CONSTRUCTION MANAGER shall be entitled to recover its extended General Conditions costs. CONSTRUCTION MANAGER, in addition, shall be entitled to a time extension day for day for each day of delay to the Work caused by Owner Delays.

Final Completion will be obtained at the point in time after the CITY makes the determination that the Project is completed and there is Acceptance by the CITY, and the CONSTRUCTION Manager has fulfilled all requirements of the Contract Documents.

13. **Termination for Default.** If, through any cause, the CONSTRUCTION MANAGER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure" or other than for instances caused

by CITY or CITY's design professionals, consultants or contractors, the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONSTRUCTION MANAGER requiring a written response due within TEN (10) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONSTRUCTION MANAGER's response. Should the CONSTRUCTION MANAGER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONSTRUCTION MANAGER for failure of the CONSTRUCTION MANAGER to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONSTRUCTION MANAGER provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONSTRUCTION MANAGER shall, at the option of the CITY, become CITY property, and the CONSTRUCTION MANAGER shall be paid just and equitable compensation for any conforming work completed on such materials.

In case of default by the CONSTRUCTION MANAGER, the CITY may procure the services from other sources and hold the CONSTRUCTION MANAGER responsible for any reasonably incurred excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONSTRUCTION MANAGER without expense to the CITY.

Upon the CONSTRUCTION MANAGER filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONSTRUCTION MANAGER, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONSTRUCTION MANAGER has with the CITY, and debar the CONSTRUCTION MANAGER from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

The CONSTRUCTION MANAGER may terminate this Agreement for cause at any time ten (10) calendar days after the CONSTRUCTION MANAGER has delivered a Notice of Default to the City and the City has failed to cure the material default. For purposes of this paragraph, it is a material default for the City to fail to make payment on time to the CONSTRUCTION MANAGER or to fail to provide information to the CONSTRUCTION MANAGER required by the CONSTRUCTION MANAGER to maintain the construction schedule.

14. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

15. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONSTRUCTION MANAGER with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONSTRUCTION MANAGER under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONSTRUCTION MANAGER shall be paid for services completed in accordance with the Contract Documents, less payment or compensation previously made. The CONSTRUCTION MANAGER shall not incur any additional expenses after receiving the written termination notice. In the event of a termination for convenience, the CITY shall be obligated to pay CONSTRUCTION MANAGER, in addition to all sums owed CONSTRUCTION MANAGER for conforming Work performed and materials supplied prior to the effective date of the termination, for all sums, losses and expenses CONSTRUCTION MANAGER incurs as a result of CONSTRUCTION MANAGER having to terminate contracts with its subcontractors and suppliers for this Project.

16. **Suspension by the City for Convenience.**

- a. The CITY may, without cause, order the CONSTRUCTION MANAGER in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CITY may determine.
- b. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 11.a. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent
 - i. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONSTRUCTION MANAGER is solely responsible.

17. **Changes in the Work.** Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by written Amendment or Change Order approved by the CITY's legislative body or City Manager prior to any work related to the Change Order being performed.

- a. **Change Orders.** A Change Order is a written instrument prepared by the CONSTRUCTION MANAGER and signed by the CITY and CONSTRUCTION MANAGER stating their agreement upon all of the following:
 - i. The change in the Work;
 - ii. The amount of the adjustment, if any, in the Contract Sum; and
 - iii. The extent of the adjustment, if any, in the Contract Time.

18. **Guaranty of Faithful Performance and Payment.** - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the GMP as agreed to and amended by both parties.

This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed contract.

19. **Payments.** All Application for Payments shall be submitted on an Application for Payment acceptable to and approved by the CITY.

a. **Progress Payments for Work.**

- i. Based upon Applications for Payment submitted to the CITY or CITY's Representative by the CONSTRUCTION MANAGER, the CITY shall make progress payments on account of the Contract Sum to the CONSTRUCTION MANAGER as provided below and elsewhere in the Contract Documents.
- ii. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- iii. Provided that (i) the Work described in the Application for Payment has been completed in accordance with the terms of the Contract Documents, and (ii) a complete and correct Application for Payment is received by the CITY, the CITY shall make payment of the amount properly due to the CONSTRUCTION MANAGER under the Contract Documents in accordance with Florida Statute 218.735 – *Timely payment for purchases of construction services*.
- iv. Each Application for Payment shall be based on the most recent schedule of values submitted by the CONSTRUCTION MANAGER in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the CONSTRUCTION MANAGER's Fee and General Conditions line items shall be shown as single separate lump sum line items. CONSTRUCTION MANAGER's Fixed Fee and General Conditions line

items shall be paid monthly on a pro-rated basis based on the contractual scheduled duration of the Project. For example, if the construction schedule calls for **560 days** to achieve Substantial Completion, then the CONSTRUCTION MANAGER's Fee and General Conditions line items shall each be paid at the rate of **5.55% per month** over the course of the fourteen-month Project.

- v. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CONSTRUCTION MANAGER on account of that portion of the Work for which the CONSTRUCTION MANAGER has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- vi. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Work completed;
 - 2. Stored Materials as approved by the CITY;
 - 3. CONSTRUCTION MANAGER's fee computed to match the percentage of work completed as represented on the Schedule of Values;
 - 4. CONSTRUCTION MANAGER's general conditions applicable to the period covered by the Application for Payment.
- vii. The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the CITY, if the Architect has evidence that such action is necessary to protect the CITY from loss due to actions or omissions of the CONSTRUCTION MANAGER or its subcontractors and suppliers. If the Architect is unable to certify payment in the amount of the Application, the Architect will promptly notify the CONSTRUCTION MANAGER and CITY in writing. If the CONSTRUCTION MANAGER and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect reasonably believes necessary under the circumstances to protect the CITY. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary based on evidence in the possession of Architect to reasonably protect the CITY from loss for which the CONSTRUCTION MANAGER is responsible, including loss resulting from acts and omissions because of:
 - 1. defective Work not remedied after written notice is delivered by the CITY;
 - 2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the CITY is provided by the CONSTRUCTION MANAGER;

3. failure of the CONSTRUCTION MANAGER, after receiving payment from the CITY, to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the CITY or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

viii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

20. **Retainage.** This Project is a construction project and is subject to withholding of Retainage in accordance with Florida Statute 255.078 Public Construction Retainage. Retainage will be withheld at a rate of FIVE PERCENT (5%) on all Payment Applications for the duration of the Project.

Retainage shall not be withheld from progress payments for the CONSTRUCTION MANAGER's Fee or General Conditions.

21. **Final Payment.**

- a. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONSTRUCTION MANAGER when:
 - i. the CONSTRUCTION MANAGER has fully performed the Contract except for the CONSTRUCTION MANAGER's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
 - ii. the CONSTRUCTION MANAGER has submitted a final accounting for the Cost of the Work and a final Application for Payment;
 - iii. a final Certificate for Payment has been issued by the Architect;
 - iv. the CONSTRUCTION MANAGER has delivered to the CITY a complete list of Subcontractors and Suppliers on the Project, including addresses and telephone numbers;
 - v. the CONSTRUCTION MANAGER has delivered to the CITY evidence reasonably acceptable to the CITY that the Work has passed all requisite governmental inspections including any Certificate of Occupancy or Certificate of Completion;
 - vi. the CONSTRUCTION MANAGER has delivered to the CITY an indexed, loose leaf binder or a CD in such format as required by the CITY containing all maintenance manuals, temporary and final certificates of completion or occupancy, as applicable, and warranty documents applicable to the Work;

- vii. the CONSTRUCTION MANAGER has delivered all as-built documents required by the Contract Documents;
 - viii. the CONSTRUCTION MANAGER has delivered to the CITY a CONSTRUCTION MANAGER's final payment affidavit in statutory form;
 - ix. the CONSTRUCTION MANAGER has delivered to the CITY conditional final waivers and lien releases executed by the CONSTRUCTION MANAGER and all Subcontractors and Suppliers serving a Notice to CITY;
 - x. the CONSTRUCTION MANAGER has delivered to the CITY any and all other items required by the Contract Documents;
 - xi. the CONSTRUCTION MANAGER has delivered a Consent of Surety (if any) to release of final payment; and,
 - xii. the CONSTRUCTION MANAGER has completed all items on CITY's punch list.
- b. The CITY's Designated Representative shall review and report in writing on the CONSTRUCTION MANAGER's final accounting within 30 days after delivery of the final accounting to the Architect by the CONSTRUCTION MANAGER. Based upon the GMP Schedule as the CITY's auditors report to be substantiated by the CONSTRUCTION MANAGER's final accounting, and provided the other conditions of 16.a. have been met, the Architect will, within seven calendar days after receipt of the written report of the CITY's Designated Representative, either issue to the CITY a final Certificate for Payment with a copy to the CONSTRUCTION MANAGER, or notify the CONSTRUCTION MANAGER and CITY in writing of the Architect's reasons for withholding a certificate as provided in the Contract Documents.
- c. If the CITY's audit of the final amount as substantiated by the CONSTRUCTION MANAGER's final accounting to be less than claimed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the CONSTRUCTION MANAGER within 30 days after the CONSTRUCTION MANAGER's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the CITY's Designated Representative becoming binding on the CONSTRUCTION MANAGER. Pending a final resolution of the disputed amount, the CITY shall pay the CONSTRUCTION MANAGER the amount certified in the Architect's final Certificate for Payment in exchange for the close out documents required by this Agreement (excluding any final waiver or release from CONSTRUCTION MANAGER and its subcontractors and suppliers).
- d. The CITY's final payment to the CONSTRUCTION MANAGER shall be made no later than ten (10) calendar days after the satisfaction of the conditions set forth in 16.a above.

22. **Discounts.** Cash discounts, trade discounts, rebates, refunds resulting from the CONSTRUCTION MANAGER's early payments to vendors shall accrue to the CONSTRUCTION MANAGER.

23. **Subcontracts and Other Agreements.**

- a. Work performed by Subcontractors shall be performed under subcontracts or by other appropriate written agreements with the CONSTRUCTION MANAGER. Each subcontract shall be awarded based on the CONSTRUCTION MANAGER's sole decision as to the subcontractor's capability to perform the work.
- b. CONSTRUCTION MANAGER may self-perform a portion of the Work when CONSTRUCTION MANAGER believes that it is in the best interest of CITY due to, for example, CONSTRUCTION MANAGER's ability to use its own available employees to perform the Work without interruption to the schedule and loss of time.

24. **Insurance Requirements.**

- a. Scope of Insurance - The CONSTRUCTION MANAGER shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.
 - v. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vi. The CONSTRUCTION MANAGER waives its right of subrogation recovery against the CITY to the extent permitted by its insurance policies.
 - vii. Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any covered claims which arise out of the Agreement.
- b. Certificate of Insurance - The CONSTRUCTION MANAGER shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms reasonably acceptable to the Risk Manager for the CITY, before any Work under the Agreement begins.

- i. Except for workers' compensation and professional liability, the CONSTRUCTION MANAGER's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the Agreement.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- c. Comprehensive General Liability - The CONSTRUCTION MANAGER shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent CONSTRUCTION MANAGERS, Contractual liability covering the Agreement, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONSTRUCTION MANAGER shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONSTRUCTION MANAGER shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONSTRUCTION MANAGER shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- f. Builders Risk - Prior to the commencement of construction and as a condition precedent to CONSTRUCTION MANAGER actually commencing construction activities on site, CONSTRUCTION MANAGER shall be

responsible for procuring an “all risk” Builder’s Risk insurance policy covering the total value of the improvements under construction with a policy limit not less than the amount of the GMP. Any deductibles under such policy shall be paid by the CITY unless the loss was caused by the negligence or fault of CONSTRUCTION MANAGER or those for whom CONSTRUCTION MANAGER is responsible. The Builder’s Risk Policy shall insure the interests of CITY, CONSTRUCTION MANAGER and all subcontractors and suppliers as their interests appear.

Once Substantial Complete is acknowledged by both the CITY and CONSTRUCTION MANAGER, use or occupancy of the Project by the CITY may be accomplished in accordance with this article when 1) the CITY secures Property and General Liability Insurance for the building/structure and 2) Provides confirmation from their broker or carrier that insurance has been secured and is effective.

- g. Premiums- The CITY shall pay CONSTRUCTION MANAGER for the cost of all insurance and surety products covering CONSTRUCTION MANAGER or its Subcontractors and suppliers and required hereunder. The GMP and any subsequent GMP Amendments shall include in the GMP the cost of all bonding and insurance coverage required by this Agreement or any subsequent modifications to this Agreement.

25. **Waiver of Lien.** Conditioned upon the CITY making payment first to CONSTRUCTION MANAGER for work performed and material and equipment supplied by a subcontractor or supplier, the CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor and materials supplied and subject to the foregoing condition CONSTRUCTION MANAGER shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

26. **Indemnification.** This Agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, the following indemnification provision shall apply.

The CONSTRUCTION MANAGER shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement.

27. **Codes, Laws, and Regulations.** CONSTRUCTION MANAGER will comply with the permitted design requirements included in this Agreement as it may be modified by Amendment or Change Order.

28. **Permits, Licenses, and Fees.** CONSTRUCTION MANAGER will obtain and pay for all trade permits and licenses required by law that are associated with the CONSTRUCTION MANAGER'S performance of the Scope of Services. All trade permits and licenses required by

law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions. The CITY will pay for the building permit and any and all impact fees, connection fees and other fees and costs related to the Work other than the trade permits which are the responsibility of the CONSTRUCTION MANAGER.

29. **Accounting Records.** The CONSTRUCTION MANAGER shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all Cost of the Work incurred. The CITY and the CITY's auditors shall, during regular business hours and upon reasonable advance notice no less than two working days in advance, be afforded access to, and shall be permitted to audit and copy, the CONSTRUCTION MANAGER's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, subcontractor invoices, subcontractor payment applications and other data relating to this Contract.

CONSTRUCTION MANAGER's evidence of Cost of the Work for reimbursements shall consist of actual copies of invoices, applications for payment and any other form of billing from its subcontractors and suppliers. CONSTRUCTION MANAGER's Fixed Fee amounts and General Conditions amounts are negotiated lump sum amounts and are not subject to audit.

30. **Public Records Retention.** CONSTRUCTION MANAGER shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONSTRUCTION MANAGER herein. CONSTRUCTION MANAGER shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONSTRUCTION MANAGER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONSTRUCTION MANAGER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSTRUCTION MANAGER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONSTRUCTION MANAGER in a format that is compatible with the information technology systems of the CITY.

31. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONSTRUCTION MANAGER shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONSTRUCTION MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

32. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the CONSTRUCTION MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

33. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONSTRUCTION MANAGER, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and will be in compliance with the terms herein, fully in accord with the specifications and of the quality required by the Contract Documents.

Any goods and/or services purchased as a result of this Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to initiate corrective action on the part of the CONSTRUCTION MANAGER, to include return of any non-compliant goods to the CONSTRUCTION MANAGER at the CONSTRUCTION MANAGER's expense, requiring the CONSTRUCTION MANAGER to either provide a direct replacement for the item, or a full credit for the returned item. The CONSTRUCTION MANAGER shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

34. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONSTRUCTION MANAGER specially and uniquely for this Project (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONSTRUCTION MANAGER shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONSTRUCTION MANAGER.

35. Independent Contractor. The CONSTRUCTION MANAGER agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes

applicable to the compensation paid under this Agreement. The CONSTRUCTION MANAGER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

36. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

37. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSTRUCTION MANAGER and the CITY.

38. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

39. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONSTRUCTION MANAGER Contact Information

Name/Title: Erik L. Anderson, Project Executive
Address: 750 Monroe Road
City, State & Zip: Sanford, Florida 32771
Telephone: Mobile-(407)947-1432 / Office-(407)321-8410
Email Address: eanderson@whartonsmith.com

CITY Contact Information

Name/Title: Cliff Kelsey, Public Works Director
Address: 501 W. Meadow Street
City, State & Zip: Leesburg, Florida 34748
Telephone: (352)728-9786 x2411
Email Address: cliff.kelsey@leesburgflorida.gov

40. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder.

41. **Disclosure of Conflict.** The CONSTRUCTION MANAGER has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONSTRUCTION MANAGER and his duties under this Agreement.

42. **Warranty.** CONSTRUCTION MANAGER warrants the Work against defects in materials or workmanship for a period of one year following Substantial Completion. CONSTRUCTION MANAGER shall, at no cost to CITY, repair or replace any defective or non-conforming Work when notified within the one-year warranty period. The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CONSTRUCTION MANAGER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The CONSTRUCTION MANAGER hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONSTRUCTION MANAGER in conjunction with this Agreement shall be new and in accordance with the requirements of the Contract Documents.

43. **Risk of Loss.** The CONSTRUCTION MANAGER assumes the risk of loss of damage to the CITY's property during possession of such property by the CONSTRUCTION MANAGER, and until delivery to, and payment for that property by the CITY. The CONSTRUCTION MANAGER and the CITY shall immediately repair, replace or make good on the loss or damage without cost to the other party depending upon when the loss occurs and who bears the risk of loss, whether the loss or damage results from acts or omissions (negligent or not) of the CONSTRUCTION MANAGER, the CITY or a third party. The parties agree that the intent is for the Builder's Risk Policy to insure the improvements and the material on site during the construction phase until a Certificate of Occupancy is issued.

44. **Illegal Alien Labor** - CONSTRUCTION MANAGER shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONSTRUCTION MANAGER shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSTRUCTION MANAGER that the subcontractor is in compliance with the terms stated within. The CONSTRUCTION MANAGER nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSTRUCTION MANAGER agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONSTRUCTION MANAGER. Failure to meet this requirement may result in termination of the Agreement by the CITY.

45. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONSTRUCTION MANAGER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER may not be awarded a public contract for a period of ONE (1) year after the date of termination.

46. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

47. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

WHARTON-SMITH, INC.

By: _____

Printed: _____

Title: _____

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. Definitions.

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONSTRUCTION MANAGER and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONSTRUCTION MANAGER providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONSTRUCTION MANAGER shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONSTRUCTION MANAGER and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONSTRUCTION MANAGER shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONSTRUCTION MANAGER which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONSTRUCTION MANAGER to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONSTRUCTION MANAGER to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK.

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONSTRUCTION MANAGER shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONSTRUCTION MANAGER from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONSTRUCTION MANAGER shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it

shall, if required by the Project Representative, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONSTRUCTION MANAGER. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONSTRUCTION MANAGER shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONSTRUCTION MANAGER furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONSTRUCTION MANAGER of his responsibility to furnish satisfactory material. The CONSTRUCTION MANAGER shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONSTRUCTION MANAGER and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONSTRUCTION MANAGER of CITY's quality and/or schedule concerns. The CONSTRUCTION MANAGER will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONSTRUCTION MANAGER shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONSTRUCTION MANAGER shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONSTRUCTION MANAGER will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. MAINTENANCE OF TRAFFIC

Where construction is located in public right of ways, traveled streets and roads, the CONSTRUCTION MANAGER shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONSTRUCTION MANAGER shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONSTRUCTION MANAGER shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONSTRUCTION MANAGER shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONSTRUCTION MANAGER shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONSTRUCTION MANAGER's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONSTRUCTION MANAGER's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONSTRUCTION MANAGER shall at his cost provide suitable flagmen to control vehicular

traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONSTRUCTION MANAGER prior to actual beginning of work. The CONSTRUCTION MANAGER shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONSTRUCTION MANAGER for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONSTRUCTION MANAGER shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONSTRUCTION MANAGER shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONSTRUCTION MANAGER shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONSTRUCTION MANAGER and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONSTRUCTION MANAGER by others are assumed to be matters governed by agreement

between the CONSTRUCTION MANAGER and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONSTRUCTION MANAGER shall coordinate his operations with those of any other such CONSTRUCTION MANAGERS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONSTRUCTION MANAGERS or authorities will result.

12. PROJECT COORDINATION

The CONSTRUCTION MANAGER shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONSTRUCTION MANAGER shall make adequate provisions to accommodate items scheduled for later installation.

The CONSTRUCTION MANAGER shall inspect both the substrate and conditions under which the work is to be performed. The CONSTRUCTION MANAGER shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONSTRUCTION MANAGER shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONSTRUCTION MANAGER shall reject damaged and defective items.

The CONSTRUCTION MANAGER shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONSTRUCTION MANAGER shall coordinate with all utility installations. CONSTRUCTION MANAGER shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONSTRUCTION

MANAGER shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONSTRUCTION MANAGER shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONSTRUCTION MANAGER shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONSTRUCTION MANAGER shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONSTRUCTION MANAGER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONSTRUCTION MANAGER, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONSTRUCTION MANAGERS’ risk.

15. CONSTRUCTION SUPERINTENDENT

CONSTRUCTION MANAGER shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONSTRUCTION MANAGER.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONSTRUCTION MANAGER must insure

Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONSTRUCTION MANAGER.

17. SUBCONTRACTS

The CONSTRUCTION MANAGER shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONSTRUCTION MANAGER shall not employ subcontractors, unless they are approved by the Project Representative.

The CONSTRUCTION MANAGER agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONSTRUCTION MANAGER shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONSTRUCTION MANAGER.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONSTRUCTION MANAGER, Engineer and others as appropriate will be held to finalize the schedules submitted by CONSTRUCTION MANAGER. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONSTRUCTION MANAGER from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONSTRUCTION MANAGER shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONSTRUCTION MANAGER proposes to carry on the work with dates on which the CONSTRUCTION MANAGER will start the several parts of the work and estimated dates of completion of the several

parts. The CITY retains the right to dictate to the CONSTRUCTION MANAGER the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and after the date of award of contract and before any material or equipment is purchased, the CONSTRUCTION MANAGER will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONSTRUCTION MANAGER'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONSTRUCTION MANAGER be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONSTRUCTION MANAGER shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONSTRUCTION MANAGER shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONSTRUCTION MANAGER shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONSTRUCTION MANAGER to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONSTRUCTION MANAGER. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONSTRUCTION MANAGER.

- i. CONSTRUCTION MANAGER shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
- c. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONSTRUCTION MANAGER'S responsibility.
- d. CONSTRUCTION MANAGER shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- e. Requested Information: CONSTRUCTION MANAGER shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONSTRUCTION MANAGER shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONSTRUCTION MANAGER shall proceed.
 - ii. If information included with this type RFI by the CONSTRUCTION MANAGER is insufficient, the RFI will be returned unanswered.
- b. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- c. Disputed Requirements: In the event the CONSTRUCTION MANAGER believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONSTRUCTION MANAGER shall comply with the method for requesting a Change Order.
- d. RFI Log: CONSTRUCTION MANAGER shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONSTRUCTION MANAGER shall furnish copies of the log showing all outstanding RFIs.
- e. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONSTRUCTION MANAGER and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONSTRUCTION MANAGER shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONSTRUCTION MANAGER shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONSTRUCTION MANAGER shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONSTRUCTION MANAGER shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONSTRUCTION MANAGER shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONSTRUCTION MANAGER shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONSTRUCTION MANAGER from responsibility for any variation from the requirements of the Contract Documents unless

CONSTRUCTION MANAGER has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONSTRUCTION MANAGER from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONSTRUCTION MANAGER.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONSTRUCTION MANAGER for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONSTRUCTION MANAGER shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONSTRUCTION MANAGER cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or
- ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONSTRUCTION MANAGER's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions

will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONSTRUCTION MANAGER to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONSTRUCTION MANAGER shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONSTRUCTION MANAGER, said stakes or marks shall be replaced by the CITY at the expense of the CONSTRUCTION MANAGER.

The CONSTRUCTION MANAGER will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONSTRUCTION MANAGER.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONSTRUCTION MANAGER shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONSTRUCTION MANAGER. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONSTRUCTION MANAGER shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONSTRUCTION MANAGER observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONSTRUCTION

MANAGER performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONSTRUCTION MANAGER shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONSTRUCTION MANAGER shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONSTRUCTION MANAGER has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONSTRUCTION MANAGER shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONSTRUCTION MANAGER shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONSTRUCTION MANAGER. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONSTRUCTION MANAGER except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONSTRUCTION MANAGER be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONSTRUCTION MANAGER employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONSTRUCTION MANAGER's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONSTRUCTION MANAGER shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONSTRUCTION MANAGER shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONSTRUCTION MANAGERS destroyed or damaged by such removal or replacement.

If the CONSTRUCTION MANAGER does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONSTRUCTION MANAGER.

32. THE CITY'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONSTRUCTION MANAGER, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONSTRUCTION MANAGER's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONSTRUCTION MANAGER in writing. The work shall be resumed by the CONSTRUCTION MANAGER within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONSTRUCTION MANAGER. The CITY will reimburse the CONSTRUCTION MANAGER for expense incurred by the CONSTRUCTION MANAGER in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONSTRUCTION MANAGER, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONSTRUCTION MANAGER.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONSTRUCTION MANAGER agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONSTRUCTION MANAGER's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONSTRUCTION MANAGER in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONSTRUCTION MANAGER agrees, CONSTRUCTION MANAGER will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONSTRUCTION MANAGER at any time may notify CITY and Engineer in writing that CONSTRUCTION MANAGER considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONSTRUCTION MANAGER in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONSTRUCTION MANAGER does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONSTRUCTION MANAGER together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONSTRUCTION

MANAGER with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONSTRUCTION MANAGER at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on said list and to complete other related Work.

- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONSTRUCTION MANAGER shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONSTRUCTION MANAGER covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONSTRUCTION MANAGER shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONSTRUCTION MANAGER, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONSTRUCTION MANAGER.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONSTRUCTION MANAGER.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONSTRUCTION MANAGER that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONSTRUCTION MANAGER and will notify CONSTRUCTION MANAGER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONSTRUCTION MANAGER shall immediately take such measures as are necessary to remedy such deficiencies.

After CONSTRUCTION MANAGER has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to

the provisions under Waiver of Claims), CONSTRUCTION MANAGER may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONSTRUCTION MANAGER may furnish receipts or releases in full; an affidavit of CONSTRUCTION MANAGER that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONSTRUCTION MANAGER may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONSTRUCTION MANAGER's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONSTRUCTION MANAGER, indicating in writing the reasons for refusing to recommend final payment, in which case CONSTRUCTION MANAGER shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONSTRUCTION MANAGER.

If, through no fault of CONSTRUCTION MANAGER, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONSTRUCTION MANAGER's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONSTRUCTION MANAGER to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION

CONSTRUCTION MANAGER's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final

payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONSTRUCTION MANAGER under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONSTRUCTION MANAGER's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONSTRUCTION MANAGER shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONSTRUCTION MANAGER.

43. COMPLETION OF WORK

The CONSTRUCTION MANAGER shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONSTRUCTION MANAGER. The date of contract completion shall be the same date at which the CONSTRUCTION MANAGER is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONSTRUCTION MANAGER shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONSTRUCTION MANAGER shall complete all cleaning operations before requesting final inspection.

The CONSTRUCTION MANAGER shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONSTRUCTION MANAGER shall remove temporary protection and facilities installed for protection of the work during construction.

The CONSTRUCTION MANAGER shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONSTRUCTION MANAGER shall not burn waste materials. The CONSTRUCTION MANAGER will not discharge volatile, harmful or dangerous materials into drainage systems. The CONSTRUCTION MANAGER will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONSTRUCTION MANAGER will arrange for the disposition of these materials as directed by the CITY.

The CONSTRUCTION MANAGER shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONSTRUCTION MANAGER to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONSTRUCTION MANAGER warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONSTRUCTION MANAGER. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONSTRUCTION MANAGER under the terms of the Contract, shall be guaranteed by the CONSTRUCTION MANAGER against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of ONE (1) year or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONSTRUCTION MANAGER or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or

equipment or material comes with a manufacturer's warranty of ONE (1) year or longer, that warranty shall take precedence over the warranty of CONSTRUCTION MANAGER hereunder.

48. INDEMNITY

The CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONSTRUCTION MANAGER's duties under the Contract, or through the negligence of the CONSTRUCTION MANAGER in the performance of its duties under this Contract, or through any act or omission on the part of the CONSTRUCTION MANAGER, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONSTRUCTION MANAGER to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONSTRUCTION MANAGER assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONSTRUCTION MANAGERS, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONSTRUCTION MANAGER shall afford other CONSTRUCTION MANAGERS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONSTRUCTION MANAGER's work depends, for proper execution or results upon the work of any other CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONSTRUCTION MANAGER's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONSTRUCTION MANAGER's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONSTRUCTION MANAGER shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONSTRUCTION MANAGER shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONSTRUCTION MANAGER that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONSTRUCTION MANAGER. The Contract Documents comprise the entire agreement between CITY and CONSTRUCTION MANAGER concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced

standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONSTRUCTION MANAGER or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONSTRUCTION MANAGER finds a conflict, error or discrepancy in the Contract Documents, CONSTRUCTION MANAGER shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONSTRUCTION MANAGER shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONSTRUCTION MANAGER had actual knowledge thereof or should reasonably have known thereof.

55. CONSTRUCTION MANAGER'S UNDERSTANDING

CONSTRUCTION MANAGER has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONSTRUCTION MANAGER is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONSTRUCTION MANAGER will in no way relieve him from responsibility.

57. SALES TAX

The CONSTRUCTION MANAGER is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONSTRUCTION MANAGER to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or

specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONSTRUCTION MANAGER believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONSTRUCTION MANAGER shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONSTRUCTION MANAGER and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONSTRUCTION MANAGER of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONSTRUCTION MANAGER, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-

wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONSTRUCTION MANAGER's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONSTRUCTION MANAGER's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONSTRUCTION MANAGER or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONSTRUCTION MANAGER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONSTRUCTION MANAGER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONSTRUCTION MANAGER shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONSTRUCTION MANAGER shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONSTRUCTION MANAGER, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONSTRUCTION MANAGER (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONSTRUCTION MANAGER). CONSTRUCTION MANAGER's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONSTRUCTION MANAGER shall designate a responsible representative at the site whose duty

shall be the prevention of accidents. This person shall be CONSTRUCTION MANAGER's superintendent unless otherwise designated in writing by CONSTRUCTION MANAGER to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONSTRUCTION MANAGER, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONSTRUCTION MANAGER shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONSTRUCTION MANAGER shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONSTRUCTION MANAGER shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONSTRUCTION MANAGER shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities

shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONSTRUCTION MANAGER shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONSTRUCTION MANAGER's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONSTRUCTION MANAGER discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONSTRUCTION MANAGER shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONSTRUCTION MANAGER shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONSTRUCTION MANAGER shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONSTRUCTION MANAGER.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONSTRUCTION MANAGER shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONSTRUCTION MANAGER. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONSTRUCTION MANAGER, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONSTRUCTION MANAGER indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONSTRUCTION MANAGER may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONSTRUCTION MANAGER.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONSTRUCTION MANAGER is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might

entitle CONSTRUCTION MANAGER to be paid additionally by CITY or CITY to withhold payment to CONSTRUCTION MANAGER.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONSTRUCTION MANAGER's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONSTRUCTION MANAGER's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONSTRUCTION MANAGER immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONSTRUCTION MANAGER considers a portion of or the entire Work ready for its intended use, CONSTRUCTION MANAGER shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONSTRUCTION MANAGER as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONSTRUCTION MANAGER in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONSTRUCTION MANAGER a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONSTRUCTION MANAGER a written recommendation as to division of responsibilities pending final payment between CITY and CONSTRUCTION MANAGER with respect to security, operation, safety, maintenance, heat,

utilities, insurance and warranties. Unless CITY and CONSTRUCTION MANAGER agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONSTRUCTION MANAGER until final payment.

CITY shall have the right to exclude CONSTRUCTION MANAGER from the Work after the date of Substantial Completion, but CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONSTRUCTION MANAGER shall provide proper and safe conditions for such access.

CONSTRUCTION MANAGER shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONSTRUCTION MANAGER shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONSTRUCTION MANAGER shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONSTRUCTION MANAGER's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONSTRUCTION MANAGER (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONSTRUCTION MANAGER's expense unless CONSTRUCTION MANAGER has given Engineer timely notice of CONSTRUCTION MANAGER's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONSTRUCTION MANAGER from CONSTRUCTION MANAGER's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONSTRUCTION MANAGER's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONSTRUCTION MANAGER, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONSTRUCTION MANAGER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONSTRUCTION MANAGER may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONSTRUCTION MANAGER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONSTRUCTION MANAGER to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONSTRUCTION MANAGER or any other party.

If required by Engineer, CONSTRUCTION MANAGER shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONSTRUCTION MANAGER to CITY.

If CONSTRUCTION MANAGER fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONSTRUCTION MANAGER fails to perform the Work in accordance with the Contract Documents, or if CONSTRUCTION MANAGER fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONSTRUCTION MANAGER, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONSTRUCTION MANAGER from all or part of the site, take possession of all or part of the Work, and suspend CONSTRUCTION MANAGER's services related thereto, take possession of CONSTRUCTION MANAGER's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONSTRUCTION MANAGER but which are stored elsewhere. CONSTRUCTION MANAGER shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONSTRUCTION MANAGER in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONSTRUCTION MANAGER's defective Work. CONSTRUCTION MANAGER shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. MEDIATION

As a condition precedent to any arbitration, filing of any suit, or other legal proceedings, the parties shall endeavor to resolve any claim, dispute or other matter in question by mediation. Mediation shall be initiated by either party by serving a written request for same on the other party and shall take place in Lake County, Florida for which the Project is located. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. The mediator's fee shall be paid in equal shares by each party to the mediation.

69. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making

and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONSTRUCTION MANAGER shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONSTRUCTION MANAGER is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions]



LIFT STATION 72 UPGRADES



CITY OF LEESBURG, FLORIDA
GMP DELIVERABLE

Wharton-Smith Contact:

Dwayne Kreidler, PE
Preconstruction Services Manager
407-321-8410

dkreidler@whartonsmith.com

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ATTACHMENT 1 – Executive Summary

July 31, 2023

Mr. Ryan Gerdon
Deputy Director
City of Leesburg
550 S. 14th Street
Leesburg, FL 34749

Re: Lift Station 72 Upgrades - GMP Deliverable

Dear Mr. Gerdon:

Wharton-Smith is pleased to submit this GMP Deliverable for the subject project. This deliverable includes the costs, bid proposals, overall project schedule, document list, assumptions, and clarifications.

The bid proposals for this GMP were based on the following documents:

1. Lift Station 72 Upgrades Lake County, Florida 90% Design Prepared by Jones Edmunds & Associates, Inc. dated June 2023.
2. City of Leesburg Lift Station 72 Upgrades Project Technical Specifications 90% Submittal by Jones Edmunds & Associates, Inc. dated June 2023
3. Summary Report of a Geotechnical Site Exploration Leesburg Lift Station 72 Leesburg, Lake County , Florida by GSE Engineering & Consulting, Inc. dated November 2022.
4. City of Leesburg Standards and Details.
5. City of Leesburg Lift Station 72 Upgrades Project – Addendum 2 by Jones Edmunds & Associates, Inc. dated July 14, 2023. This addendum includes modified drawings C2, E2, E3, E4, and E8.
6. Temporary electrical site plan drawing on D1 dated July 14, 2023.
7. Utility and Topography Survey City of Leesburg – Lift Station No. 72 – County Road 48, Leesburg, FL 34748 by Pura Vida Engineering Services dated February 6, 2023.

This GMP cost summary is provided in **Attachment 2**. This GMP package totals to **\$3,992,440**.

The estimated construction duration for this project is 8 months based on the final documents. The schedule is included in **Attachment 3**.

Attachment 4 includes the summary of the bid tabulation for each of the bid packages. Each of the received bids were reviewed for completeness and compliance with the bid documents. The selected price for each package is anticipated to be the lowest responsive and responsible bidder.

A summary of clarifications, exceptions and assumptions are as follows:

- The following allowances and contingencies are included within this GMP:

- Testing Allowance - \$15,000
 - Permit Fee Allowance - \$20,000
 - Gas Utility Allowance - \$10,000
 - Wall Design Allowance \$2,000
 - Painting Allowance \$160,000
 - Escalation Contingency - \$33,277
 - CM Contingency - \$180,000
- No Owner's Contingency is provided.
- Bonds and insurance are included within the GMP costs.
- The maintenance of traffic and County roadway paving is **not** included in the GMP. These alternates are priced as alternatives within the master plant contractor bids. If this activity is required it will need to be funded from the project contingency.
 - Alternate 1 – MOT for FM Connection: \$38,500
 - Alternate 2 – Lane Repaving for FM Connection: \$25,100
- The estimate of the proposed CMU wall is based on an eccentric footer design. The final CMU wall design will be provided as part of this GMP. Costs for this design work is included within this GMP as an above allowance.
- It is assumed that temporary relocation of primary and emergency power generation will be provided as part of the construction sequencing activities. Due to site limitations, this temporary work is anticipated to be on an adjacent property, which is currently being used by the City for their bypass pump.
- The temporary staging and work activities are anticipated to be outside the limits of the City's property to complete the work. It is assumed that the City will obtain any necessary temporary construction easements for this project. No allowance is provided for any easements or property acquisition within this GMP.
- The apparent low responsive, responsible bidder for the electrical is Chinchor. This subcontractor bid the scope of this project.
- The apparent low responsive, responsible bidder for the natural gas generator package is Kohler (TAW). TAW bid the original customized enclosure to satisfy the sound level requirement in the design documents. The costs in the GMP include the deductive alternate to modify the enclosure to a standard enclosure at an amount of (\$107,825). Using this amount reduces their bid to \$206,860 in the direct cost sheet.
- The Coatings and Painting Subcontractor is currently carried as an allowance within the GMP of \$160,000.
- No wage determination efforts or compliance with American Iron and Steel Act are incorporated into this GMP. The City is proposing to self-fund this project.

- The City will obtain the Florida Department of Environmental Protection construction permitting and Right of Way Utilization Permit with Lake County.

The Owner Direct Purchase (ODP) process can be incorporated into this project to save tax dollars for the City. A list of these ODP items and overall amount will be produced after the GMP is approved.

Should you have any questions or comments do not hesitate to contact me.

Sincerely,

Dwayne Kreidler, PE
Preconstruction Services Manager
Wharton-Smith, Inc.

ATTACHMENT 2 – GMP Cost Summary



CITY OF LEESBURG LIFT STATION NO. 72
GMP ESTIMATE
8/2/2023

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		\$ 15,618	\$ -	\$ 762,060	\$ 2,549,977	\$ 3,327,655
Sales Tax on Purchase Orders					\$ 62,013	\$ 62,013
Contingency	5.3%				\$ 180,000	\$ 180,000
Escalation Contingency	1.0%				\$ 33,277	\$ 33,277
Bond					\$ 29,901	\$ 29,901
Insurance					\$ 29,943	\$ 29,943
Fee	9.0%				\$ 329,651	\$ 329,651
TOTAL		\$15,618	\$0	\$762,060	\$3,214,762	\$3,992,440



			COST OF WORK					
DESCRIPTION	QTY	UOM	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT	\$ TOTALS	COMMENTS
GENERAL REQUIREMENTS DIVISION 0								
GENERAL REQUIREMENTS SUMMARY	1	LS	\$ 15,618	\$ -	\$ 56,700	\$ 15,205	\$ 87,523	
PURCHASE ORDERS							\$ 705,360	
SUBMERSIBLE PUMPS	1	LS	\$ -	\$ -	\$ 449,000	\$ -	\$ 449,000	HYDROMATIC
ODOR CONTROL UNIT	1	LS	\$ -	\$ -	\$ 49,500	\$ -	\$ 49,500	AIR+ ODOR BEAST/C&V
GENERATOR	1	LS	\$ -	\$ -	\$ 206,860	\$ -	\$ 206,860	KOHLER TAW GAS
SUBCONTRACTS							\$ 2,487,772	
CONCRETE/MASONRY SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 258,275	\$ 258,275	
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 160,000	\$ 160,000	
MECHANICAL INSTALL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 1,705,000	\$ 1,705,000	
INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 93,297	\$ 93,297	
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 271,200	\$ 271,200	
ALLOWANCES							\$ 47,000	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
ALLOWANCE FOR INDEPENDENT TESTING	1	LS	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	
ALLOWANCE FOR GAS PIPING/SERVICE	1	LS	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
ALLOWANCE FOR ENGINEERING WALL DESIGN	1	LS	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	Wekiva
TOTAL DIRECT COST			\$ 15,618	\$ -	\$ 762,060	\$ 2,549,977	\$ 3,327,655	



August 2, 2023

2:55 PM

GR's
Form revised 04/08/09

23-008.6 Estimate Workbook for CMAR - Leesburg LS 72 - GMP20230727

Page 1 of 3



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	LIFT STATION NO. 72 - GMP ESTIMATE						August 2, 2023
ESTIMATE #:	23-008.6						2:55 PM

CONSTRUCTION EQUIPMENT & TOOLS																
SMALL TOOLS AND SUPPLIES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$3,000	\$3,000	\$3,218	\$0	\$3,218	Misc. for CMAR
SPECIALTY TRUCKS	0	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
EMPLOYEE TRANSPORTATION (BUS)	0	WK		\$45.00	\$0.00	0	\$0			\$0.00	\$100.00	\$0	\$0	\$0	\$0	
ATV/SIDE-BY-SIDE	0	MO		\$45.00	\$0.00	0	\$0	1	\$600.00	\$0.00	\$100.00	\$0	\$0	\$0	\$0	VERIFY QUANTITY
CRAFT FOREMAN VEHICLE ALLOWANCE	0	MO		\$45.00	\$0.00	0	\$0	1	\$500	\$0.00	\$400.00	\$0	\$0	\$0	\$0	VERIFY MONTHS
MOVE IN/OUT EQUIPMENT	1	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	W/ DIRECTS
MOVE IN MATERIAL	1	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	W/ DIRECTS
SAFETY & HEALTH & HOUSEKEEPING																
SAFETY MEETINGS	30	WK	0	\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
SAFETY DEVICES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
PREVENTATIVE MEDICINE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
SAFETY AWARD PAY	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
WORKER'S COMP CLAIMS	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
CLEAN-UP AT END OF PROJECT	1	LS	0	\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
CLEAN-UP THROUGHOUT DURATION OF PROJECT	30	WK	6	\$45.00	\$270.00	182	\$8,203			\$0.00		\$0	\$0	\$0	\$8,203	
DUMPSTERS	7	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,250.00	\$8,750	\$9,384	\$0	\$9,384	
JANITORIAL - ENGINEER'S TRAILER	0	WK	2	\$45.00	\$90.00	0	\$0			\$0.00	\$5.00	\$0	\$0	\$0	\$0	
				\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
PERMIT FEE COSTS - WORKSHEET ON RIGHT	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	PERMIT BY OTHERS
BUSINESS LICENSE FEES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
IMPACT FEES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
SPECIAL OR ADDITIONAL FEES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
BUILDER'S RISK INSURANCE - BARRIER ISLAND	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
BUILDER'S RISK INSURANCE - NON-COASTAL COUNTY	7	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$365.00	\$2,555	\$2,555
BUILDER'S RISK INSURANCE - COASTAL COUNTY	0	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
FLOOD INSURANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
SUBCONTRACT GENERAL LIABILITY INSURANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
GENERAL LIABILITY INSURANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	INCLUDED IN WAGE RATES
WORKER'S COMP WRAP UP INSURANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	INCLUDED IN WAGE RATES
OWNER CONTROLLED INSURANCE PROGRAM	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
OTHER INSURANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
OWNER DIRECT PURCHASE ORDER PROGRAM	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
CONTINGENCY	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
CONTRACT ALLOWANCE	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	W/ DIRECTS
PENALTIES & FINES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
ACTUAL DAMAGES (SWAG)	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
LEGAL FEES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
PERFORMANCE BOND	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	W/ SUMMARY
SPECIAL LICENSES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
EARLY COMPLETION BONUS	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
OVERTIME COSTS FOR ENGINEERS AND INSPECTORS	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
EXTENDED WARRANTY (BEYOND 12 MONTHS)	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	
MAINTENANCE BOND (FOR PERCENTAGE LESS THAN 25%)	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	Maintenance cost for 1 extra year
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0.00	\$0	\$2,395.46
																\$5,988.66
PROJECT DOCUMENTATION AND SERVICES																
PROJECT SIGNS	1	LS	32	\$45.00	\$1,440.00	32	\$1,440			\$0.00	\$1,250.00	\$1,250	\$1,341	\$0	\$2,781	
INFORMATIONAL SIGNS	0	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
PHOTOGRAPHS	7	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$150.00	\$1,050	\$1,126	\$0	\$1,126	
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$1,250.00	\$1,250	
INDEPENDENT CPM SCHEDULING SERVICES	0	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$250.00	\$0	
INDEPENDENT TESTING SERVICES	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$3,500.00	\$0	SEE TABLE ABOVE RIGHT
DESIGN SERVICES (CADD) - AS-BUILTS	1	LS	40	\$65.00	\$2,600.00	40	\$2,600			\$0.00		\$0	\$0	\$0	\$2,600	
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$1,500.00	\$1,500	\$1,609	\$0	\$1,609	
REGISTERED SURVEYOR SERVICES	7	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$1,000.00	\$7,000	\$7,000
LAYOUT BY WHARTON-SMITH	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
PROJECT START-UP & CLOSEOUT																
START-UP CHEMICALS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0	\$0	\$0	W/EQUIPMENT SUMMARY
START-UP ELECTRIC CONSUMPTION COSTS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$0	\$0	\$0	SEE BELOW
ADDITIONAL LABOR FOR 24/7 START-UP	0	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
AS-BUILT DRAWINGS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
OPERATION & MAINTENANCE MANUALS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	
FINAL SITE SURVEY	1	EA		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$2,000.00	\$2,000	\$2,000
MISCELLANEOUS REQUIREMENTS																
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
GR's	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	
	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$0	\$0	



TOTAL GENERAL REQUIREMENTS	329	\$15,618	\$0	\$56,700	\$60,811	\$15,205	\$91,633	\$91,633
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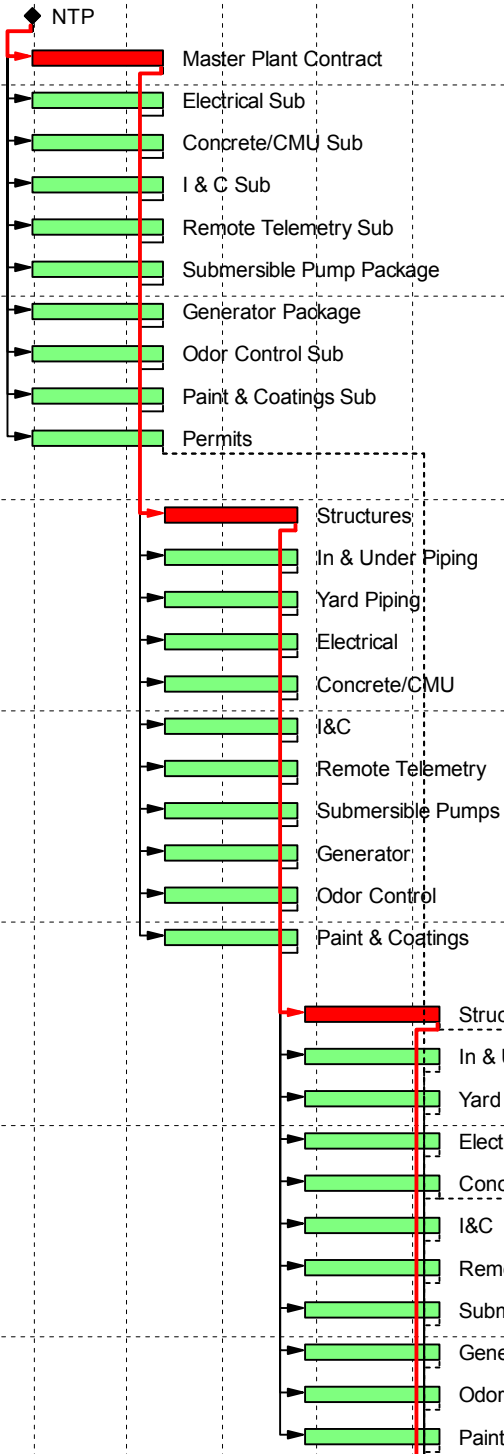
ATTACHMENT 3 – CPM Schedule



Leesburg Lift Station #72

Project ID: 23-008 July 23
Run 28-Jul-23 at 15:57

Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float							2024												
										Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Leesburg - LS 72 Upgrade																											
General Requirements																											
Procurement																											
A1010	NTP		0	0	31-Aug-23*		0%	0																			



Actual Work Remaining Work Critical Remaining Work Milestone

Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float							2024													
										Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
	A4800	Paint & Coatings		5	5	11-Sep-24	17-Sep-24	0%	0																	Paint & Coatings		
	A4900	Chainlink Fence		2	2	18-Sep-24	19-Sep-24	0%	0																	Chainlink Fence		
	Final Inspections & Project Closeout																								Substantial Completion			
	A5000	Substantial Completion		5	5	20-Sep-24	26-Sep-24	0%	0																	Punch List		
	A5100	Punch List		30	30	27-Sep-24	07-Nov-24	0%	0																			
	A5200	Final Completion		0	0		07-Nov-24	0%	0																		Final Comple	



ATTACHMENT 4 – Bid Tabulations

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 1 - Master Plant Contractor

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description		Wharton-Smith, Inc.		Danus Utilities, Inc.		Carr & Collier, Inc.		Company
		Sean White		Raymond Rogers		Reynolds Holiman		Contact Name
		407-321-8410		407-878-1254		352-764-3700		Phone Number
Base Bid Before Alternates		\$ 1,705,000.00		NO BID		NO BID		
Bid Item		\$ 1,704,900.00						
Payment and Performance Bonds		\$ -						
Indemnification		\$ 100.00						
Alternates								
Alternate No. 1 - MOT for FM Connection		\$ 38,500.00						
Alternate No. 2 - Lane Repaving		\$ 25,100.00						
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		NO						
Acknowledged Addenda		YES						
Additional Notes								
Submitted bid on 7/19/2023 to the City		YES						
SUBTOTAL:		\$ 1,705,000.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 1,705,000.00		\$ -		\$ -		\$ -
Recommendation: Wharton-Smith		\$ 1,705,000.00	NO BID		NO BID		NO BID	

Recommend award to Wharton-Smith as the lowest responsive bidder. No other bids provided.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 1 - Master Plant Contractor

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description		Wharton-Smith, Inc.		Danus Utilities, Inc.		Carr & Collier, Inc.		Company
		Sean White		Raymond Rogers		Reynolds Holiman		Contact Name
		407-321-8410		407-878-1254		352-764-3700		Phone Number
Base Bid Before Alternates		\$ 1,705,000.00		NO BID		NO BID		
Bid Item		\$ 1,704,900.00						
Payment and Performance Bonds		\$ -						
Indemnification		\$ 100.00						
Alternates								
Alternate No. 1 - MOT for FM Connection		\$ 38,500.00						
Alternate No. 2 - Lane Repaving		\$ 25,100.00						
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		NO						
Acknowledged Addenda		YES						
Additional Notes								
Submitted bid on 7/19/2023 to the City		YES						
SUBTOTAL:		\$ 1,705,000.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 1,705,000.00		\$ -		\$ -		\$ -
Recommendation: Wharton-Smith		\$ 1,705,000.00	NO BID		NO BID		NO BID	

Recommend award to Wharton-Smith as the lowest responsive bidder. No other bids provided.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 4 - Electrical Contractor

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description	Electric Services Inc.		Sinns & Thomas, Inc.		Chinchor Electric		Sharrer Electric	
	Greg Kirk		Mike Seiple		Don Hasco		Robert Sharrer	
	352-787-1020		407-696-6042		386-774-1020		352-236-6650	
Base Bid Before Alternates	NO BID		\$ 439,696.92		\$ 271,200.00		\$ 243,905.00	
Bid Item			\$	434,900.00		\$	268,200.00	\$ 236,305.00
Payment and Performance Bonds			\$	4,696.92		\$	2,900.00	\$ 7,500.00
Indemnification			\$	100.00		\$	100.00	\$ 100.00
Alternates								
VE 1 - Panel Change				N/A		N/A		(2,000)
VE 2 - Temporary Service Material				N/A		N/A		(8,000)
VE 3 - Site Lighting				N/A		N/A		(2,250)
Excluded 600A non-fused disconnect	N/A		N/A		N/A		Took this exception.	
Bid Document Requirements								
Bid Form				YES		YES	NO	Used MPC Form
Clarifications / Exceptions				YES		NO		YES
Acknowledged Addenda				YES		YES		YES
Additional Notes								
Business License			YES		YES		YES	
Proof of Bonding			YES		YES		YES	
Subcontractor List			YES	Testing/Lightning	YES	Testing	NO	
Insurance			YES		YES		YES	
SUBTOTAL:		\$ -		\$ 439,696.92		\$ 271,200.00		\$ 243,905
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ -		\$ 439,696.92		\$ 271,200.00		\$ 243,905
Recommendation: Chinchor	NO BID		\$ 439,696.92		\$ 271,200.00		\$ 243,905.00	

Recommend award to Chinchor. Sharrer Electric took exception to the temporary power, antenna installation, no lightning protection, no 600A disconnect as shown on single lines.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 5 - PICS

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

		Process Control Services, Inc						
		Wade Mathis						
		407-252-5033						
Scope Item Description								
Base Bid Before Alternates		\$ 186,041.00						
Bid Item		\$ 180,636.00						
Payment and Performance Bonds		\$ 5,305.00						
Indemnification		\$ 100.00						
Alternates								
Carried Triplex control Panel (Deduct)		\$ (92,744.00)						
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		YES						
Acknowledged Addenda		YES						
Additional Notes								
Business License	NO							
Proof of Bonding	YES							
Subcontractor List	NO							
Insurance	NO	Proof						
SUBTOTAL:	\$	93,297	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	93,297.00	\$	-	\$	-	\$	-
Recommendation: Process Control Services								
	\$	93,297.00	\$	-	\$	-	\$	-

Recommend award to Process Control Services as the lowest responsive bidder. Wade included the Triplex Control Panel in his bid, emailed a deduct of \$92,744.00.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 6 - Odor Control

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description	Air Plus, Inc.		Envirosales of Florida		Company		Company	
	Larry Sunshine		Jon Fernald		Contact Name		Contact Name	
	203-400-5600		813-541-6127		Phone Number		Phone Number	
Base Bid Before Alternates	\$	49,500.00		NO BID				
Bid Item	\$	49,400.00						
Payment and Performance Bonds	\$	-						
Indemnification	\$	100.00						
Alternates								
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		YES						
Acknowledged Addenda		YES						
Additional Notes								
SUBTOTAL:	\$	49,500	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	49,500	\$	-	\$	-	\$	-
Recommendation: RW Gate Co.								
	\$	49,500		NO BID				

Recommend award to Air Plus, Inc. as the lowest responsive bidder.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 76 - Submersible Pump Supplier

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description		Barney's Pumps, Inc.		Company		Company		Company
		Tony Collins		Contact Name		Contact Name		Contact Name
		863-665-8500		Phone Number		Phone Number		Phone Number
Base Bid Before Alternates		\$ 475,802.00		SOLE SOURCED		SOLE SOURCED		SOLE SOURCED
Bid Item		\$ 444,200.00						
All Applicable Sales Tax		\$ 26,702.00						
Additional Non-Taxable Services		\$ 4,800.00						
Indemnification		\$ 100.00						
Alternates								
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		YES						
Acknowledged Addenda		YES						
Additional Notes								
SUBTOTAL:		\$ 475,802.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 475,802.00		\$ -		\$ -		\$ -
Recommendation: Barney's Pumps, Inc.		\$ 475,802.00		SOLE SOURCED		SOLE SOURCED		SOLE SOURCED

Recommend award to Barney's Pumps, Inc. as the sole-sourced bidder as previously determined through preliminary design.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 8 - Generator Supplier

Lift Station 72 Upgrades

City of Leesburg

Thursday, July 20, 2023

Scope Item Description	ACF Standby Systems (Generac)		Cummins, Inc.		Ring Power (Cat)		TAW Power (Kohler)
	John Pederson		Manu Kanjirathunkal		Mark Barbarulo		John Bruni
	321-355-8584		614-813-6553		407-758-7365		407-252-3368
Base Bid Before Alternates	\$	238,995.00	\$	577,349.00	\$	473,760.00	\$ 314,785.00
Bid Item	\$	224,340.00	\$	544,670.00	\$	458,584.00	\$ 314,685.00
Automatic Transfer Switch	\$	14,555.00	\$	32,579.00	\$	15,076.00	\$ -
Indemnification	\$	100.00	\$	100.00	\$	100.00	\$ 100.00
Alternates							
Diesel Engine Generator and Fuel Tank	\$	100.00	\$	323,202.00	\$	269,310.00	\$ 270,355.00
Bid Document Requirements							
Bid Form		YES		YES		YES	YES
Clarifications / Exceptions		YES		YES		YES	YES
Acknowledged Addenda		YES		YES		NO	YES
Additional Notes							
VE Options	NO		YES		NO		YES
Factory Enclosure	N/A			(219,181)	N/A		(107,825)
OTEC transfer Switch - NEMA 4x 304SS	N/A			(19,382)	N/A		
Factor Enclosure with 48 hr Tank	N/A			(161,294)	N/A		(90,355)
OTEC transfer Switch - NEMA 4x 304SS	N/A			(19,382)	N/A		
SUBTOTAL:	\$	238,995.00	\$	577,349.00	\$	473,760.00	\$ 206,960.00
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -
Scope Adjustment:							
Total Adjusted Scope:	\$	238,995.00	\$	577,349.00	\$	473,760.00	\$ 206,960.00
Recommendation: TAW	\$	238,995.00	\$	577,349.00	\$	473,760.00	\$ 206,960.00

Recommend award to TAW with the acceptance of the change on the enclosure. Generac did not include the enclosure per the specification.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: August 14, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve the purchase of one (1) Mobile Air Cascade Breathing System by Fire Services from Channel Innovations Corporation in the amount of \$168,000.00; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Invitation for Bid (IFB) 231501 and approval of the purchase request to Channel Innovations Corporation for an amount of \$168,000.00.

Analysis:

The purpose of this request is to purchase a new trailer mounted breathing air system for Fire Services. Cascade systems allow high volumes of breathing air to be stored in portable storage racks and allow for the use of one or more cylinders at a time. It is essential to have a suitable breathing system while firefighters are operating in structure fires. The Mobile Air Cascade System is a specialized air delivery system designed to refill the air bottles that firefighters use while firefighting.

Procurement Analysis:

On May 18, 2023, the Procurement Division issued Invitation for Bid (IFB) 231501. On July 17, 2023, the City received 3 responses from 2 suppliers.

Summary of Bid Responses:

- Channel Innovations Corporation - \$168,000.00
- Breathing Air Systems - \$162,912.14 (Offer 1)
- Breathing Air System - \$223,153.07 (Offer 2)

Following a review of all bid responses, the Procurement Division has deemed the offer from Channel Innovations to be responsive. Fire Services has reviewed the bid responses and confirms the equipment bid by Channel Innovations Corporation meets all technical requirements as specified in the Solicitation package due to the specifications requesting a mobile trailer unit and not a walk-in mobile unit.

The City's Local Vendor Preference Policy is not applicable to this Solicitation due to receiving an

Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA). State procurement regulations do not permit a location-based preference in determining award.

Options:

1. Award the IFB and approve the purchase from Channel Innovations for \$168,000.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City has been awarded a FEMA grant in the amount of \$113,636, the remaining \$54,364 is available in the current Fire Capital budget.

Account No.	001-2220-522-6410
Project No.	GFASST
WF No.	WF1473043
Requisition	55305
Budget	\$168,000.00
Available	\$168,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY COMMISSION TO APPROVE THE
PURCHASE OF ONE (1) MOBILE AIR CASCADE BREATHING SYSTEM BY
FIRE SERVICES FROM CHANNEL INNOVATIONS CORPORATION IN THE
AMOUNT OF \$168,000.00; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with CHANNEL INNOVATIONS CORPORATION, whose address is 2525 NE 36th Avenue, Ocala, FL 34470, for a MOBILE AIR CASCADE SYSTEM (IFB 231501).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk



ABOVE AND BEYOND



*Proud to Support First Responders and
Those Serving in Defense of our Nation.*

EAGLEAIR
BREATHING AIR SYSTEMS



Both the tandem-axle EagleAir® AirQuestSMT™ and the single-axle EagleAir® HarrierCFS units are built in our factory from the ground up, featuring aluminum frame and body construction, our unique GenSet power design, the only UL® Classified SCBA containment fill stations available on the market, our exclusive AirLock air assist fill station door and so much more. These are the most innovative and user-friendly trailer-mounted systems available, both in full compliance with current NFPA standards.



GenSet Drive Features

- Utilizes a standard electric-driven compressor
- Powered by an onboard generator
- Simplified drive train
- Improved fuel efficiency
- Minimal power loss
- Less maintenance required
- Simplified shore power design
- Built-in auxiliary power

Feature	AirQuestSMT™	HarrierCFS
GenSet Drive (10, 15 or 20-hp)	•	•
6000 psig: 14.0, 20.7 or 27.0 cfm charging rate	•	•
Direct-drive diesel generator powers electric-driven compressor	•	•
Up to 10-kW of spare electric power with compressor running	•	•
Aluminium Frame & Body	•	•
Weather-protected Operation Control Center	•	•
Illuminated Operator Control Panel	•	•
AirLock Fill Station Door	•	•
Stainless Steel Purification System	•	•
Push-to-Set SCBA Regulator	•	•
Knockdown control Panel Design	•	•
Air Monitor System w/PPM Readout	•	•
Electric brakes	•	•
Optional cascade controls available	•	•
Optional 4.5 or 5.5 priority fill control system available	•	•
Optional Command Light available	•	•
Optional 100-ft. 6000 psig hose reel available	•	•
Optional Electric Outlet package available	•	•
Optional EnerGen package available	•	•
Optional Cold Weather Package available	•	•
Single Axle - 7,000 lb. GVW		•
Tandem Axle - 10,000 lb. GVW	•	
Parking brake	•	
Approximate Overall Maximum Weight (lbs.)	8,200	6,400
5.5 UL® Classified Fill Station	2 or 4 SCBA Fill	2 SCBA Fill
Air Storage Capacity (number and type of cylinders)	4 ISO's or 4 ASME's	4 ISO's or 2 ASME's
Operation with Compressor Doors Opened or Closed	Open	Closed
Optional 12-SCBA Storage Cabinet available	Yes	No
Optional surge brakes available (in lieu of electric brakes)	No	Yes



Meets or exceeds
NFPA 1901 standards

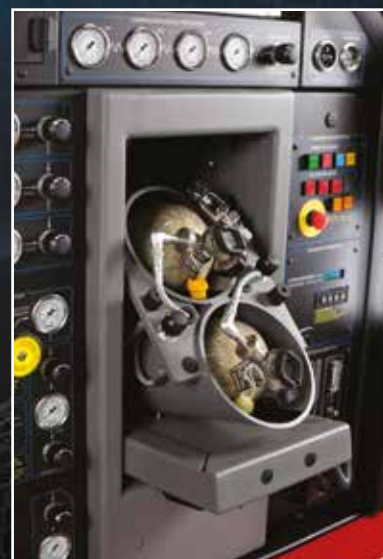
HARRIERCFS

HarrierCFS

This versatile trailer-mounted breathing air compressor system is our latest design for mobile applications. The single-axle, compact and lightweight HarrierCFS system includes the same basic accessories as our dual-axle AirQuestSMT™ unit, while reducing the weight to approximately 6,000 lbs. and featuring improved maneuverability. Our complete SCBA/SCUBA cylinder fill system includes 6000 psig compressors ranging from 14 to 27 CFM, a customizable air storage system and a certified containment fill station that meets current NFPA standards. The GenSet power design offers the flexibility to operate the system in the field or from a central location wired to a fixed power grid.

HarrierCFS Trailer Mounted Breathing Air System features include:

- Complete, mobile SCBA/SCUBA cylinder refill system including the compressor in capacities ranging from 14 to 27 CFM, containment fill station and choice of air storage system.
- Single point, illuminated operating control center located at the rear of the trailer for maximum simplicity and operator safety.
- AirLock design of fill station access door minimizes operator fatigue when loading and unloading cylinders.
- Ambient air flow control design directs the necessary volume of cooling air to the compressor and GenSet drive components, allowing for operation with the gull-wing doors closed.



Model	CFM*	HP	PSIG	Weight	Dimensions
HA10M	14.0	10	6000	Approx. 6000 lbs.	84"H x 84.5"W x 162"L
HA15M	20.7	15	6000	Approx. 6000 lbs.	84"H x 84.5"W x 162"L
HA20N	27.0	20	6000	Approx. 6000 lbs.	84"H x 84.5"W x 162"L

*Charging rate based on filling an 80 CF cylinder from 0 to 6000 psig.



Our Company. Our Commitment.

EagleAir, Inc. is proud of our longstanding commitment to safety and innovation. In business since 1973, the Company has a well known track record of innovations that have become industry standards and have improved firefighter safety. The development of **Containment Design fill stations** and **Single-Appliance breathing air systems** are key examples of these innovations. **For more than 40 years** we have manufactured breathing air systems that **meet and exceed the highest industry standards**. As an American and veteran-owned company, we understand the needs of our armed forces, firefighters, first responders and other customers, and we are dedicated to providing them with the most **advanced, most reliable equipment possible**.

Our commitment starts with an active membership in the **Fire Apparatus Manufacturers Association (FAMA)**. We have also been an active company in **National Fire Protection Association (NFPA)** committees to set standards that assure firefighter safety, so we remain aware and **help drive the latest safety standards**. It continues with a **manufacturing strategy that assures traceability and consistency in all of our products**. And it evolves with a **reputation for continuous improvement** that results in **innovation across all product lines**.

All EagleAir products have unique, technically advanced features that set us apart in the industry

User-Friendly Features



Design Innovation Features



Safety Features & Certifications



EagleAir, Inc. manufactures high pressure breathing air systems for recharging SCBA and SCUBA cylinders. We are proud of the essential service we provide to first responders and those serving in defense of our nation worldwide.

We are committed to a loyalty based national distributor network that includes only top-quality businesses with the necessary assets to serve their regional markets.

Our Company is committed to a continuous improvement philosophy that drives product and service development above and beyond your expectations. Firefighters, commercial and recreational divers, our armed forces, and people who operate in hazardous environments can expect products with uncompromising reliability, best-in-class design and user-friendly features. Our products are backed by a commitment—100% customer service satisfaction.



3003 Thurston Ave., Greensboro, NC 27406
P: (336) 398-8000 F: (336) 398-8001
www.eagleair.com

*We would be privileged to assist in selecting
the breathing air system that meets your
exact needs. Call today.*



ABOVE AND BEYOND

HarrierCFS



EAGLEAIR®



HarrierCFS



Eagle Compressors, Inc.

Effective Date: Feb 22 of 2013

Harrier Trailer-Mounted Breathing Air System *Shown In Transport Mode*

Fully NFPA Compliant

Available only in GenSet Drive
Configurations

- HA10: 14.0 cfm / 10-hp
- HA15: 20.7 cfm / 15-hp
- HA20: 27.0 cfm / 20-hp

Highway ready, single-axle
trailer with a 7000 lb. GVW

Formed Aluminum Construction

- Minimal welding seams
- Assures structural integrity
- Minimize weight
- Maximum corrosion resistance



Bolt-on hitch to allow for
electric or surge brakes

Four, reinforced tie-down / lifting points

MODEL D10H11-1-1520G-C5

3003 THURSTON AVE. GREENSBORO, NC 27406 PHONE (336) 398-8000 FAX (336) 398-8001

www.eaglecompressors.com



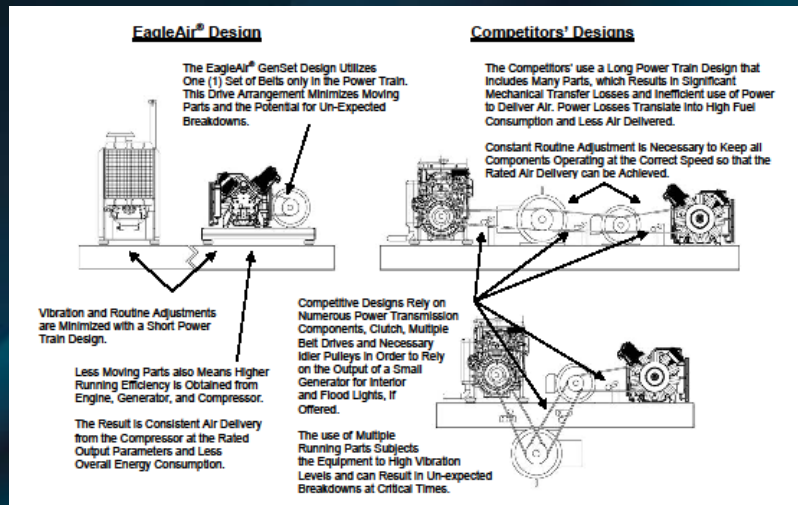


HarrierCFS

Unique Gen Set Design



- Direct-drive generator
- Electric motor drive
- Simplified drive train - Single set of belts
 - Fewer power transmission parts
 - Improved fuel efficiency
 - Minimal power loss
 - Less maintenance required
 - Reduced downtime
- Lower vibration / noise
- Simplified shore power design
- “Built-in” auxiliary power





HarrierCFS



Eagle Compressors, Inc.

Effective Date: Feb 22 of 2013

Harrier Trailer-Mounted Breathing Air System *Shown in Operational Mode*

Cooling Air Flow
Technology Design

Operator
Protection

Illuminated Operating
Control Center

4 Stabilizers

3003 THURSTON AVE. GREENSBORO, NC 27406 PHONE (336) 398-8000 FAX (336) 398-8001
www.eaglecompressors.com



MODEL NUMBER: H1000-01



HarrierCFS

Operational Mode



EAGLEAIR®



ABOVE AND BEYOND

HarrierCFS

HarrierCFS - Knockdown Control Panel Design



EAGLEAIR®



HarrierCFS

EAGLEAIR®





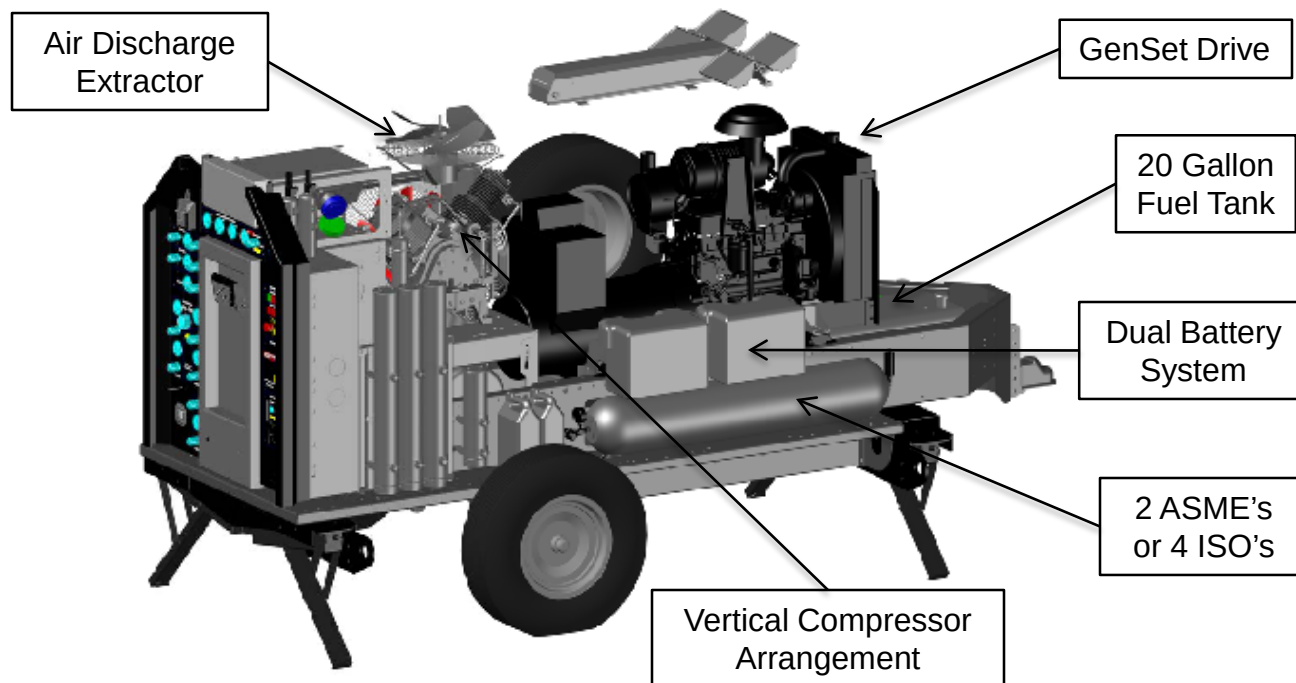
HarrierCFS



Eagle Compressors, Inc.

Effective Date: Feb 22 of 2013

Harrier Trailer-Mounted Breathing Air System *Frame and Components Curb Side View*



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MODEL NUMBER: HARB-001





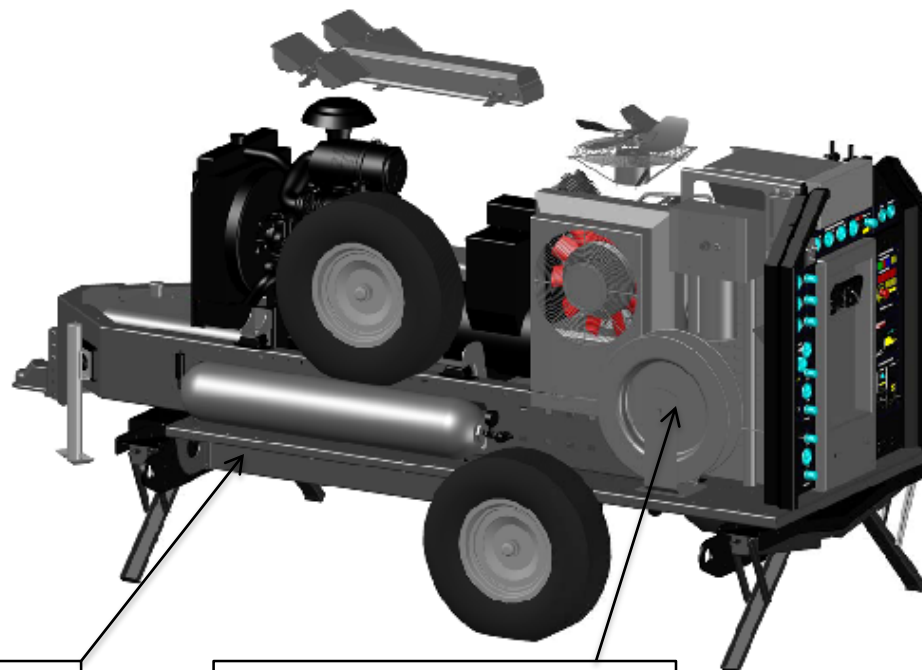
HarrierCFS



Eagle Compressors, Inc.

Effective Date: Feb 22 of 2013

Harrier Trailer-Mounted Breathing Air System *Frame and Components Driver Side View*



UN/ISO Cylinder
Mounting Location

Hose Reel deployed thru
Operator Control Panel

3003 THURSTON AVE. GREENSBORO, NC 27406 PHONE (336) 398-8000 FAX (336) 398-8001

www.eaglecompressors.com

MODEL NUMBER: HARB000-001



EAGLEAIR®



ABOVE AND BEYOND

HarrierCFS



EAGLEAIR®

EagleAir, Inc.
HarrierCFS Trailer-Mounted
Breathing Air System Specifications
Model HA20N3C4E-GS20

I. General Arrangement

The high pressure breathing air system shall be mounted on a highway ready, single axle trailer with a 7,000 lbs. Gross Vehicle Weight (GVW) axle classification. The actual dry weight shall not exceed 6,500 lbs. for most configurations. The air system shall include the high pressure air compressor, driver and/or power supply, air purification system and air storage system with all of the necessary operating controls as specified below. All operating equipment, components and control devices shall be enclosed within a weather tight metal enclosure. The trailer-mounted breathing air compressor system will meet the applicable sections of NFPA 1901, 2016 edition.

The external enclosure of the trailer-mounted breathing air system and trailer frame shall be all aluminum construction to reduce weight, enhance towing manageability and resist corrosion.

To assure complete and unfettered access to the compressor, drive assembly and all support components, the enclosure shall have large gull-wing lift-up doors, one on each side.

The breathing air system operating control center shall be located at the rear of the enclosure for maximum operator protection. When in towing mode, the control center shall be protected and completely enclosed. In the operating mode, the control center access door shall be designed to swing up to provide access to all the operating controls and SCBA/SCUBA cylinder fill station. **The swing-up access door shall be designed to provide operator shelter from sun, rain, sleet and snow.**

All operating and airflow control panels shall be illuminated and the controls ergonomically arranged to enhance operator safety, comfort, visibility and ease of use. The air flow control panels shall include a graphic technology display that utilizes colored lines to enclose and isolate related components by function.

All high pressure air plumbing and fill components shall be rated for 6000 psig working pressure. All high pressure air plumbing connections shall use compression fit design fittings.

II. Compressor

The ambient air intake and compression shall be through an air-cooled, reciprocating, pressure oil lubricated, four-stage compressor designed for continuous duty at 6000 psig working pressure with a charging rate of 27.0 CFM. The air compressor design shall include a heavy-duty cast iron crankcase supporting the crankshaft with oversized ball bearings on each end. The cylinder arrangement shall be a balanced "V" configuration featuring ringed pistons assuring maximum balance and air volume delivery efficiency while operating at a maximum compressor speed of 1500 RPM. Lubrication shall be accomplished by controlled splash and shall include a crankshaft driven oil pump to supply metered quantities of oil directly to the fourth stage piston through a replaceable (spin-off) full flow filter. Crankcase level is verified via an oil level sight glass with minimum and maximum indicators.

Each stage of compression shall be protected with a safety relief valve. Valve inspection covers are provide for the first and second stage cylinders to allow for easy access. All valve assemblies shall be designed so they can be repaired without replacing the entire assembly. The cylinders shall include cooling fins to dissipate heat into the cooling air flow from the compressor's integral flywheel fan. Individually mounted coolers shall be located after each compression stage to cool the discharged air to 18°F. above ambient temperature. Accumulated condensation from cooling the compressed air shall be collected in moisture separators mounted on each stage of the compressor and discharged to an automatic, internal, timed drain system for proper collection and disposal.

Prior to shutdowns, the compressor shall be allowed to run unloaded (with opened drains) for a timed period (Purge Cycle) in order to purge all cylinders, separators and crankcase of damaging condensation that develops as compressors cool down. The compressor control panel shall also include a condensate purge test switch in order to verify proper operation of the automatic condensate drain system on demand.

III. Diesel Engine Driven GenSet and Electric Motor Drive System

The power train design shall: 1) significantly minimize mechanical transfer losses that result in inefficient use of power which, in turn, lead to high fuel consumption and deterioration of the actual air volume delivered by the compressor and 2) significantly minimize the frequent and routine adjustment requirements and vibration of power transmission components that have a high inherent potential of un-expected downtime.

The key components and features of the design shall include the following:

- **The energy required to drive the compressor, operate all operating lights, including a command flood light when specified and meet all electric current requirements shall be generated by an integral, diesel engine driven GenSet.**

- The GenSet shall include a 29-hp liquid cooled diesel engine and integral shaft mounted 20 kW (continuous rating) generator. To protect the engine's cooling water radiator, the trailer enclosure shall include a "blister" panel to cover the radiator during transport or idle mode. When in the operating mode, the radiator blister panel shall include sealed gas struts to facilitate the panel to be pulled out effortlessly and allow air flow from the pusher fan on the radiator to be vented to atmosphere.
- **The complete engine/generator/electric motor/compressor power train shall include a single belt drive and only between the electric motor and compressor. The design shall not require any other power transmission components such as clutch, belts, sheaves, idler pulleys, etc.**
- In order to absorb and minimize the physical transfer of operational vibration, the engine- driven GenSet and electric motor driven compressor assemblies shall be mounted on separate base plates, each supported on the enclosure trailer frame with neoprene isolators.
- The compressor shall be v-belt driven by 20-hp electric motor wired for:

60 Hertz Current
3 Phase, 230 volts

- So as to eliminate engine noise and diesel fuel consumption during training exercises and routine filling of SCBA/SCUBA cylinders, the power train design shall also feature the capability of running the compressor system powered with energy from a building's electrical power service.
- A 15-foot "shore" power cable shall be included to transmit power from the GenSet system or a building mounted electrical disconnect to the compressor's electric motor.
- **The GenSet wiring to the electric motor shall be designed to require disconnection when an external power supply is preferred and vice-versa, providing a fail-safe isolation of power sources. Pin & Sleeve type coupling connectors shall be used to simplify the transfer of power sources.**
- 5 kW of spare power is available with the compressor running.

IV. Diesel Engine Driven GenSet Control System

The diesel engine driven GenSet electrical control shall be accomplished via a 12vdc electric system **powered by two (2) rechargeable, no-maintenance batteries**. The GenSet, in turn, shall generate the 60 hertz, 230vac, three phase electric current required to power a 20-hp electric motor to drive the compressor. Additionally, the control system shall include the capability to drive the electric motor from an external, three phase electric current and include a shore power cable for this purpose. The GenSet wiring to the electric motor shall be designed to require disconnection when an external power supply is preferred and vice-versa, providing a fail-safe isolation of power sources. Pin type coupling connectors shall be used to simplify the transfer of power sources.

As a minimum, the operating control system shall include the following:

- Air pressure switch to automatically shut down the compressor when the upper pressure set limit has been satisfied.
- High compressed air temperature shutdown switch.
- Compressor low oil pressure shutdown switch.
- Auto-drain condensate reservoir capacity shutdown switch.
- Power source isolation system.
- GenSet diesel engine high temperature shutdown switch.
- GenSet diesel engine low oil level shutdown switch.
- GenSet diesel engine electric start system.
- Magnetic, across-the-line starter with electric motor overload protection and shore power cable.
- AirMonitor including CO and H₂O electronic detectors with pre-set warning and shutdown limits.

V. Diesel Engine Driven GenSet Control Instrumentation

The operating control system shall include all monitoring devices necessary to indicate normal system operation, fault conditions and shutdowns. These shall be mounted on the breathing air compressor enclosure so as to permit “at sight” performance monitoring.

As a minimum, the instrumentation required is as follows:

- Keyed GenSet on/off switch.
- Electric motor illuminated power selector (on/off) switch.
- GenSet engine power “ON” light.
- Compressor interstage and final stage pressure gauges.
- Compressor oil pressure gauge.
- Compressor normal high air pressure shutdown (standby mode) indicator light.
- High compressed air temperature shutdown indicator light.
- Purge cycle indicator light.
- Compressor low oil pressure shutdown indicator light.
- Auto-drain reservoir limit shutdown indicator light.
- Compressor general fault shutdown indicator light.
- Hourmeter.
- Enclosure doors warning light.
- Instrument panel light switch.
- Emergency stop button.
- GenSet hertz digital indicator.
- GenSet engine high temperature shutdown indicator.

- GenSet engine low oil shutdown indicator.
- **Digital AirMonitor (CO and H2O) panel with actual content display in PPM and prompter software keypad for CO monitor calibration. A flow panel with factory plumbed calibration gases shall be included.**

VI. Air Purification System

The high pressure air purification system shall be a multi-chamber arrangement that utilizes disposable cartridges manufactured to provide breathing air that meets or exceeds NFPA and CGA Grade "E" specifications and all other equivalent and recognized standards in use worldwide. All system components shall be rated for 6000 psig working pressure with a four-to-one safety factor. All chambers in the system shall be constructed of 304 stainless steel to enhance safety and corrosion resistance.

The purification system shall be sized to process 85,000 cubic feet of air at 70°F and compressed to 6000 psig between cartridge changes.

The system shall include the following:

- Final separator chamber connected to the automatic condensate drain system.
- Check valve to prevent back pressure to the compressor.
- One (1) 33" desiccant cartridge chamber.
- One (1) 33" purifier cartridge chamber.
- Pressure maintaining valve to assure that the system is maintained pressurized in order to attain the rated processing capacity of the air purification cartridge(s).
- Safety relief valve.
- Drain valve to relieve the system pressure for maintenance.
- Stem-mounted gauge for system pressure verification.

The system shall be designed so that filling cannot occur in the event that any of the disposable cartridges are not installed. The cartridge chamber bases and cartridges shall be "keyed" to assure that the cartridges can only be installed in the correct position.

VII. High Pressure Breathing Air Storage System

The high pressure air storage system shall meet or exceed all current UN/ISO code requirements and include the number of cylinders specified below. The air storage system shall include the interconnecting piping arrangement selected and be completely factory assembled and tested at maximum working pressure.

The air storage system shall consist of:

- Four (4) UN/ISO 6000 PSI cylinders each with a capacity of 509 cubic feet of air at 6000 psig. The piping of air storage shall be arranged for cascade filling.

VIII. SCBA/SCUBA Cylinder Containment Fill Station

The trailer shall include an integral mobile fill station with the capacity for filling two (2) SCBA cylinders simultaneously or separately. The fill station shall be designed for filling one (1) SCUBA cylinder with a maximum height of 30-½" and a maximum diameter of 7-¾", including service valve, boot and fill attachment. The enclosure shall be designed to contain the impact of suddenly expanded high pressure air and all displaced fragments in the unlikely event of a cylinder or fill component rupture.

The fill station containment design must be certified by a third party underwriter to assure maximum operator safety and compliance with NFPA 1901-2016 standards. The certificate must be included with the bid or request for quotation and included with the operator's manual when the system is shipped.

The containment design certification must be listed on the third party underwriter's website. It must be a live, valid and on-going certification indicating that the manufacturer's documentation and manufacturing process is inspected on a random basis several times a year by the underwriter. Certificates based on a single witnessed containment test or not classified by a third party underwriter shall not be acceptable.

IX. SCBA Fill Enclosure and Access Door Control

The fill station loading door must be designed to be trapped behind the fill enclosure cabinet frame when closed and include an automatic, safety interlock to prevent filling unless the loading door is completely closed. A safety relief valve, to prevent over pressurizing SCBA/SCUBA cylinders above 4750 psig for 4500 psig SCBA filling (or 5800 psig for 5500 psig SCBA filling), shall also be included.

The fill station must allow the fill process to be accomplished from the front. **The fill station shall be of a design that does not require the operator to have to hold up or otherwise support the weight of the cylinders being filled while connecting them to the fill whips. The front loading door shall be designed so that, when opened, sleeves that hold the SCBA/SCUBA cylinders tilt forward to ease loading and minimize operator fatigue.** Two (2) fill whips, each fitted with a cylinder fill adapter and isolation valve, shall be located within the enclosure.

For maximum operator comfort and ease of use, the fill station access door shall include an air actuator handle designed to provide power assisted, effortless operation when opening and closing. When fully closed, the door shall trip a safety interlock allowing air flow to the fill station.

The access door shall be supported on the enclosure frame with an adjustable bearing assembly on each side assuring a balanced and smooth rotation when opening and closing. A damper strut shall secure the assembly to the enclosure so that it does not require operator support and to cushion the access door landing when opened.

The access door design must be designed to permit manual operation in the event of air pressure loss in the power assist circuit.

X. SCBA/SCUBA Cylinder Fill Controls

All high pressure air plumbing and fill components shall be rated for 6000 psig working pressure. All high pressure air plumbing connections shall use compression fit design fittings.

All high pressure regulators must be designed so that they cannot be accidentally reset in accordance with NFPA 1901 standards. The regulator knob shall be of the “push-to-reset” design that spins freely if inadvertently moved.

The SCBA/SCUBA cylinder fill control system shall include a regulated air control panel with all components, devices and piping arrangement necessary to direct supplied compressed high pressure breathing air to the SCBA/SCUBA cylinders being filled.

A cascade control system shall be included for the number of banks specified below to permit drawing down each air storage cylinder independently of each other for while filling SCBA/SCUBA cylinders. The system shall include an automatic refill system designed to feed air from the breathing air compressor and air storage system to the SCBA fill station. When SCBA fill operation ceases, air from the compressor will be diverted to top-off the air storage system before shutting off. Anytime that the operator resumes the SCBA fill process, the compressor will flow to the fill station as the priority. This automatic refill system requires no operator action to perform these functions.

The fill control system shall include an integral retractable air reel with 100-ft. of 6000 psig hose and CGA fitting for filling remote air storage systems.

All air flow components and indicators must be labeled and mounted on a steel control panel. **The panel shall be painted in a matte shade with a textured finish to eliminate glare and enhance the visibility of gauges and indicators. The panel shall be illuminated. The panel shall be designed so that it can slide forward, out of the compartment, and tipped down so that all piping and components are accessible for maintenance.**

As a minimum, the air control panel must include the following:

- Inlet pressure gauge.
- Adjustable, 0-6000 psig self-relieving regulator.
- Regulator outlet pressure gauge.
- Air storage fill valve.
- By-pass valve.
- SCBA/SCUBA cylinder(s) fill control valve.
- SCBA/SCUBA cylinder(s) fill pressure gauge.
- SCBA/SCUBA cylinder(s) panel mounted fill hose(s) vent valve.
- Auxiliary outlet with flow control valve and CGA fitting.
- Panel lights on/off switch.
- Four (4) bank cascade control with one control valve and gauge per bank.
- Air reel fill valve and gauge.

XI. Trailer, Enclosure and Operating Control Center

The trailer shall be a **single axle design** with a 7,000 lb. GVW highway classification. The trailer shall comply with all federal and state highway safety regulations and include electric brakes, running, rear and brake lights, safety chains, spare tire and a ball type hitch. **Lifting and tiedown eyes shall be supplied to secure the unit in place.**

A 20 gallon fuel tank and a compressor condensate reservoir shall also be included. Four (4) corner leveling jacks shall be provided for stability when stopped for filling operations.

The external enclosure of the trailer-mounted breathing air system and trailer frame shall be all aluminum construction to reduce weight, enhance towing manageability and resist corrosion. The enclosure shall be a formed, seamless appliance design with all structure fasteners and hinges concealed and flush mounted external latches and finished with an electro-statically applied and baked powder coat paint. LED lighting shall be used to illuminate the interior of the enclosure and operating control panels.

To assure complete and unfettered access to the compressor, drive assembly and all support components, the enclosure shall have large gull-wing lift-up doors, one on each side, assembled to the enclosure with a sleeved, double aluminum hinge. To facilitate the swing-up opening and to maintain the gull-wing doors in the open position, each shall be supported with two (2) sealed gas struts.

The system shall be designed to operate with the gull-wing doors closed. **The trailer unit shall include an ambient air flow control design that directs the necessary volume of cooling air to the compressor and GenSet drive components. The cooling system shall also include an integral, top discharge extractor to completely vent the resulting hot air from the compression process out of the enclosure. Also, the front bulkhead of the trailer shall shift forward while in the operational mode to allow hot air from the GenSet radiator fan to be evacuated from the enclosure.**

The breathing air system operating control center shall be located at the rear of the enclosure for maximum operator protection. When in towing mode, the control center shall be protected and completely enclosed. In the operating mode, the control center access door shall be designed to swing up to provide access to all the operating controls and SCBA/SCUBA cylinder fill station. **The swing-up access door shall be designed to provide operator shelter from sun, rain, sleet and snow.**

All operating and airflow control panels shall be illuminated and the controls ergonomically arranged to enhance operator safety, comfort, visibility and ease of use. The air flow control panels shall include a graphic technology display that utilizes colored lines to enclose and isolate related components by function. Each functional group shall then be located within a graphic air flow control schematic background and identified with permanent text integral to the panel surface for ease of operation. High visibility colored text shall be used to identify and provide operating instructions for all critical functions.

A Command Light assembly shall be located on the roof of the compressor and drive enclosure. It shall be of aluminum construction with stainless steel actuator shafts with bronze bushings for long life and minimum maintenance. The non-rotating light tower shall be capable of rising from 0 to 120 degrees and include a 4x500 watt light bank. Actuation of the Command light shall be accomplished electrically, via a 12vdc motor, and not require system air or hydraulic power for operation to eliminate leaks. The actuation of the light shall be through a hand-held remote control unit, including a 6' cable, mounted on the operating and air control operations center located at the rear of the breathing air trailer.

The unit shall include an auxiliary electric outlet box located within the enclosure that shall include four, 15-amp outlets with two for 110V and two for 220V source.

An integrally mounted industrial battery charger shall be supplied. Note that batteries can be charged from an AC wall outlet or from DC power provided by the tow vehicle.

XII. Instructions

One digital manual shall be delivered with the system containing information on operation, maintenance, troubleshooting and replacement parts for the entire system.

XIII. Warranty

All equipment shall be factory assembled, thoroughly tested and backed by a one-year limited warranty covering parts and labor. A second year warranty on compressor parts only is also included.

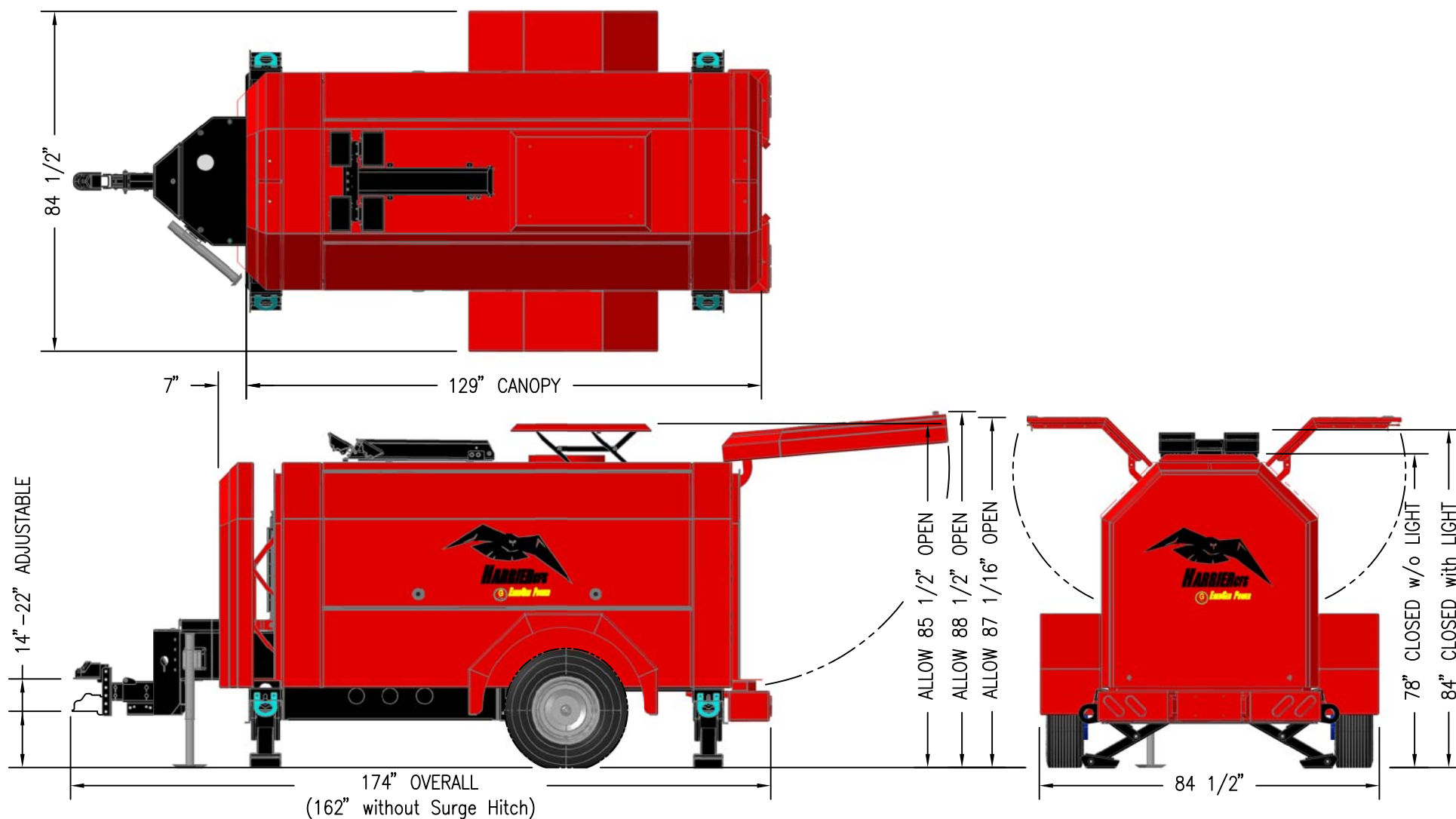


Effective Date: 8-16-2013

Eagle Compressors, Inc.

Harrier Trailer-Mounted Breathing Air System

Dimensional Specification



3003 THURSTON AVE. GREENSBORO, NC 27406 PHONE (336) 398-8000 FAX (336) 398-8001

www.eaglecompressors.com

MODEL SHOWN: HA20G3C4E-GS





**HarrierCFS
Trailer Mounted Breathing Air System
Key User Features & Benefits**

Given the differences in design and scope of supply among the manufacturers of this product class, it is important to recognize that our design, with its standard features, yields user benefits that are unmatched by any competitive product in the market today. The following highlights define key features and resulting benefits that will be of interest to those evaluating proposals for this product:

- EagleAir offers a comprehensive and complete standard product proposal. That is, it does not include any main power train, control, instrumentation, air quality monitors or trailer road-ready equipment that is optional. Our standard product includes those features that are generally well understood to be necessary to safely operate a unit of this product class. For example, our standard product includes electronic carbon monoxide (CO) and moisture (H₂O) detectors because it is imperative to automatically monitor air quality when operating a product designed to function at or near the scene of an incident where environmental and human stress factors cannot be totally controlled. Our options are limited to those accessory items that might or might not be essential to a particular user. All optional equipment we offer is clearly described and priced separately.
- Our feature configuration is the HarrierCFS trailer-mounted breathing air system with a **GenSet** power train design. The GenSet power train design allows the user maximum flexibility as the unit can be run at or near the site of the incident powered by the on-board generator or as an electric driven, stationary system powered by the electric grid of a building. A power “shore” cable is standard equipment and allows the user to connect to power from the GenSet or the building’s breaker box. This feature is particularly useful during training or routine filling in that the diesel engine noise and fuel consumption can be eliminated by operating the system as a stationary device powered by electric current from the building it is housed in.
- A key feature of our GenSet power train design is that it minimizes maintenance and un-expected down time. The diesel engine driven generator is mounted directly on the engine shaft and provides all of the power required to run the electric driven compressor as well as all interior and flood lighting and control requirements. Our GenSet units are rated for a continuous power output ranging of 20-kW. This concept is quite different to competitive “dual-drive” designs that use a long, complex and very inefficient power train consisting of an engine, small generator, electric motor and, finally, the compressor driven via v-belts requiring the use of an engine clutch and slip-reducing belt idlers.

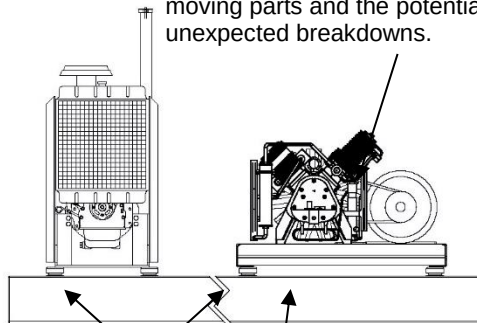
This power train design will require constant maintenance, is subject to un-expected down time and has significant mechanical transfer of power losses due to its many parts. This inefficient use of power results in high fuel consumption and less air delivery. Our GenSet design includes a large on-board generator that has all the power capacity to run the electric-driven compressor, all interior lights, electrical outlets and flood lights while only using a single belt drive between the electric motor and compressor. It is a simple, efficient, clean and self-contained design with minimal maintenance requirements. **Please refer to the diagrams shown below.**



- The Harrier^{CFS} is designed to maximize operator safety and comfort. All operating, filling and monitoring controls are conveniently and rationally clustered in the illuminated operating center located at the rear of the trailer. The rear location eliminates driver or curbside operating control decisions and offers the most protection for the operator.
- **The rear door protecting the operating control center during transport is designed to provide the operator protection from the sun, rain and other inclement weather when opened for operations. This feature is not available from any competitive product on the market today.**
- The air system and all operating controls are mounted on a DOT road-ready trailer designed to minimize the power required to tow. The Harrier^{CFS} is designed with an all aluminum trailer frame and body, a feature that limits towing weight, even on our largest air system, to 6,500 lbs. The trailer is a heavy-duty, single axle design with a GVW rating of 7,000 lbs. and, again, it includes standard features that surpass those available in competitive products such as electric brakes, internal 20-gallon diesel fuel tank and dual battery auxiliary power system among others.

EagleAir® Design

The EagleAir® GenSet design utilizes one (1) set of belts only in the power train. This drive arrangement minimizes moving parts and the potential for unexpected breakdowns.



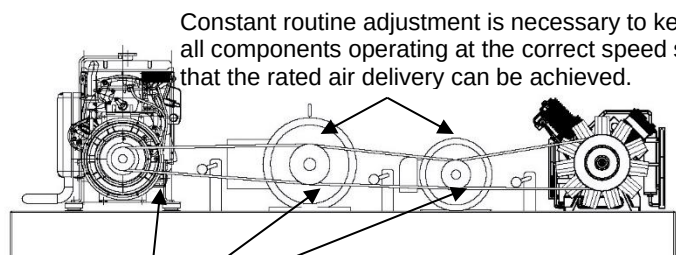
Vibration and routine adjustments are minimized with a short power train design.

Less moving parts also means higher running efficiency is obtained from engine, generator and compressor.

The result is consistent air delivery from the compressor at the rated output parameters and less overall energy consumption.

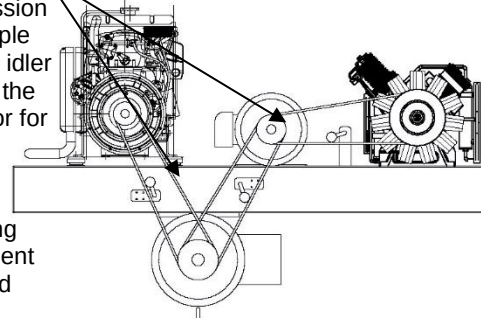
Competitors'

The Competitors' use a long power train design that includes many parts, which results in significant mechanical transfer losses and inefficient use of power to deliver air. Power losses translate into high fuel consumption and less air delivered.



Constant routine adjustment is necessary to keep all components operating at the correct speed so that the rated air delivery can be achieved.

Competitive designs rely on numerous power transmission components, clutch, multiple belt drives and necessary idler pulleys in order to rely on the output of a small generator for interior and flood lights, if offered.



The use of multiple running parts subjects the equipment to high vibration levels and can result in unexpected breakdowns at critical times.



Electric Motor (60-hz) Full Load Amperage

Single-phase Motors

HP	EagleAir Model Number								Full Load Amps			Lock Rotor Code (KVA)		
	Raptor	TalonBAC	BlackhawkCFS	BaronCFS	RavenCFS	Ranger	AirQuestSMT	HarrierCFS	208 volts	230 volts	460 volts	208 volts	230 volts	460 volts
7.5	RCB08								46.0	42.0	N/A	F	F	N/A
7.5	SRB08		BHB08						48.0	44.0	N/A	F	F	N/A
10						RA10			57.0	52.0	N/A	G	G	N/A
10	RCB10								57.0	52.0	N/A	G	G	N/A
10	SRB10		BHB10						59.0	54.0	N/A	G	G	N/A
10		T4A10		BA410	RVA10				60.0	55.0	N/A	G	G	N/A

Three-phase Motors

HP	EagleAir Model Number								Full Load Amps			Lock Rotor Code (KVA)		
	Raptor	TalonBAC	BlackhawkCFS	BaronCFS	RavenCFS	Ranger	AirQuestSMT	HarrierCFS	208 volts	230 volts	460 volts	208 volts	230 volts	460 volts
7.5	RCB08								26.0	24.0	12.0	J	J	J
7.5	SRB08		BHB08						28.0	26.0	14.0	J	J	J
10						RA10	AQ10-GS		33.0	30.0	15.0	G	G	G
10	RCB10								33.0	30.0	15.0	G	G	G
10	SRB10		BHB10						35.0	32.0	17.0	G	G	G
10		T4A10		B4A10	RVA10			HA10-GS	36.0	33.0	17.0	G	G	G
15	N/A					RA15	AQ15-GS		50.0	45.0	22.0	G	G	G
15	N/A	T4A15		B4A15	RVA15			HA15-GS	52.0	47.0	24.0	G	G	G
20	N/A					RA20	AQ20-GS		63.0	57.0	28.0	F	F	F
20	N/A	T4A20		B4A20	RVA20			HA20-GS	65.0	59.0	30.0	F	F	F

EagleAir, Inc.
3003 Thurston Avenue, Greensboro, NC 27406
Phone: (336) 398-8000 Fax: (336) 398-8001
www.eagleair.com

CERTIFICATE OF COMPLIANCE

Certificate Number 20170921-AU5138
Report Reference AU5138-20090112
Issue Date 2017-SEPTEMBER-21

Issued to: EAGLEAIR INC
3003 THURSTON AVE
GREENSBORO NC 27406-4516

This is to certify that AUTOMOTIVE FIRE APPARATUS EQUIPMENT
representative samples of See Addendum.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: Standard for Automotive Fire Apparatus, NFPA 1901 (See
Addendum for Edition).

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by
UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle: with the word "CLASSIFIED"  (as shown); a control
number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of
the product; and the product category name (product identity) as indicated in the appropriate UL
Directory.

Look for the UL Classification Mark on the product.



William R. Carney, Director, North American Certification Programs
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CERTIFICATE OF COMPLIANCE

Certificate Number 20170921-AU5138
Report Reference AU5138-20090112
Issue Date 2017-SEPTEMBER-21

Automotive fire equipment in accordance with NFPA 1901-2016

Model No./Name	Cylinder Type	Rated Pressure (psi)	Unit Orientation	No. of Cylinders
CSSX2@ / Centurion SafeStation	SCBA	5500	Vertical	2
CSSX2@ / Centurion SafeStation	SCUBA	3000	Vertical	1
CSSX3@ / Centurion SafeStation	SCBA	5500	Vertical	3
CSSX3@ / Centurion SafeStation	SCUBA	3000	Vertical	2
CSSX4@ / Centurion SafeStation	SCBA	5500	Vertical	4
CSSX4@ / Centurion SafeStation	SCUBA	3000	Vertical	2
SSX2@ / SafeStation	SCBA	5500	Vertical	2
SSX2@ / SafeStation	SCUBA	3000	Vertical	1
SSX2@ / SafeStation	SCBA	5500	Vertical	2
SSX2@ / SafeStation	SCUBA	3000	Vertical	1
SSX3@ / SafeStation	SCBA	5500	Vertical	3
SSX3@ / SafeStation	SCUBA	3000	Vertical	2
SSX4@ / SafeStation	SCBA	5500	Vertical	4
SSX4@ / SafeStation	SCUBA	3000	Vertical	2
B4A@ / BaronCFS	SCBA	5500	Vertical	3
B4A@ / BaronCFS	SCUBA	3000	Vertical	2
BH@ / BlackHawkCFS	SCBA	5500	Vertical	2
BH@ / BlackHawkCFS	SCUBA	3000	Vertical	1
RV@ / RavenCFS	SCBA	5500	Vertical	4
RV@ / RavenCFS	SCUBA	3000	Vertical	2
AQ@ / AirQuestCFS	SCBA	5500	Vertical	2 or 4
AQ@ / AirQuestCFS	SCUBA	3000	Vertical	1 or 2
HA@ / HarrierCFS	SCBA	5500	Vertical	2
HA@ / HarrierCFS	SCUBA	3000	Vertical	1

Note 1: @ - May be replaced with any alphanumeric combination per the manufacturer to specify accessories. The total number of characters for part number may vary.

Note 2: Models CSSX2@, CSSX4@, SSX2@, SSX4@, BH@, RV@, AQ@, and HA@ utilize the Centurion SafeStation (CSSX2) base unit.

Note 3: Models SSX3@, B4A@, and CSSX3@ utilize the Centurion SafeStation (CSSX3) base unit - Three Position (staggered) base unit.

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

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**SCBA / SCUBA Cylinder Fill
Capability from UN/ISO and ASME
Air Storage Systems**
(estimated, based on cascade fill method)

Model	Storage Cylinder	Cylinder Specifications			SCBA				SCUBA
	Type	Qty	Pressure PSIG	Capacity CF	2216	4500	4500	4500	3000
					45 cf	45 cf	66 cf	88 cf	80 cf
7045-HC02	ISO	2	4500	888	14	-	-	-	4
7045-HC03	ISO	3	4500	1332	23	-	-	-	7
7045-HC04	ISO	4	4500	1776	33	-	-	-	10
7045-HC06	ISO	6	4500	2664	46	-	-	-	14
7045-HC08	ISO	8	4500	3552	66	-	-	-	20
7066-HC02	ISO	2	5000	898	15	5	4	3	6
7066-HC03	ISO	3	5000	1347	25	9	7	5	11
7066-HC04	ISO	4	5000	1796	37	17	12	7	16
7066-HC06	ISO	6	5000	2694	50	18	14	10	22
7066-HC08	ISO	8	5000	3592	74	34	24	14	32
7066-HC02	ISO	2	6000	1018	18	8	6	4	9
7066-HC03	ISO	3	6000	1527	30	15	11	7	14
7066-HC04	ISO	4	6000	2036	42	22	16	10	20
7066-HC06	ISO	6	6000	3054	60	30	22	14	28
7066-HC08	ISO	8	6000	4072	84	44	32	20	40
70B7-0025	ASME	2	5000	848	14	4	3	3	6
70B7-0035	ASME	3	5000	1272	24	9	6	4	9
70B7-0045	ASME	4	5000	1696	35	15	10	6	14
70B7-0065	ASME	6	5000	2544	48	18	12	8	18
70B7-0085	ASME	8	5000	3392	70	30	20	12	28
70B7-0026	ASME	2	6000	982	17	7	5	4	8
70B7-0036	ASME	3	6000	1473	28	13	9	6	12
70B7-0046	ASME	4	6000	1964	40	20	14	9	17
70B7-0066	ASME	6	6000	2946	56	26	18	12	24
70B7-0086	ASME	8	6000	3928	80	40	28	18	34

EagleAir, Inc.
3003 Thurston Avenue, Greensboro, NC 27406
Phone: (336) 398-8000 Fax: (336) 398-8001
www.eagleair.com

EagleAir, Inc.

PRODUCT WARRANTY

EagleAir, Inc., the Company, warrants to the original Purchaser* that the equipment manufactured and shipped by it will be free of defects in material and workmanship as follows:

- **Manufactured compressors, compressor systems and accessory equipment (A)** are warrantied for eighteen (18) months from date of shipment or twelve (12) months from the date of start-up, whichever occurs first.
- **Compressor pumps (B)** installed as an integral part of compressors or compressor systems are warrantied for a total of twenty-four (24) months, from the date of shipment.
- **Replacement and service parts (C)** are warrantied for ninety (90) days from the date of shipment.
- **Replacement compressor pumps (C)** are warrantied for one-hundred eighty (180) days from the date of shipment.
- **Factory repairs (D)** are warrantied for ninety (90) days from the date of shipment.

Should any failure occur and is reported to the Company, in writing, within the time period mentioned above and if the equipment has been installed, operated and maintained in conformance with the conditions further described below, the Company shall correct such nonconformity as follows:

- For manufactured products installed in the Continental United States (A) as described above, the warranty coverage includes parts and labor for repair or replacement, as determined by the Company.
- For manufactured products installed outside of the Continental United States (A) as described above, the warranty coverage includes parts for repair or replacement, as determined by the Company, but not labor.
- For compressor pumps (B) as described above, the warranty coverage includes the repair parts or replacement, as determined by the Company, not labor.
- For parts and replacement pumps (C) as described above, the warranty coverage includes repair or replacement, as determined by the Company, not labor.
- For factory repairs (D), the warranty coverage includes parts and labor.
- Replacement warranty parts are shipped prepaid, FOB destination.

As a condition of maintaining the above-mentioned warranty coverage valid, the Purchaser shall install and maintain the equipment and keep records as follows:

1. New equipment and warranty replacement components and parts must be installed by a factory Authorized Sales & Service Distributor and wired, if applicable, by a licensed electrician in accordance with local codes. Installation by other than a factory Authorized Sales & Service Distributor must be approved in advance and in writing by the Company.
2. All required routine service shall be performed by a factory Authorized Sales & Service Distributor or User** in strict accordance with the manufacturer's instructions in the Technical Manual. It is the responsibility of the user to assure that the equipment Technical Manual is on site and available for guidance and instructions.
3. The equipment must be operated in strict accordance with the instructions in the Technical Manual and such operation, as well as all routine service and repairs, must be supported by records as specified in NFPA 1989, 2013 Edition, Chapter 7, paragraphs 7.3 and 7.4, Records. As a minimum, the following records must be maintained:
 - a. Operating log which records the date, operator's name, beginning and ending hour-meter readings, if applicable, description of fill operation and any applicable remarks of events during filling.
 - b. Maintenance and repair log which records all routine maintenance and repairs performed, by date, hours of operation, by whom and a full description of the work performed and parts replaced.
4. Only genuine EagleAir, Inc. replacement components, parts and specified lubricants, as indicated in the Technical Manual, are to be used in the maintenance, routine service and repairs of the equipment.

The effects of corrosion, erosion, normal wear and tear, and maintenance items such as lubricants and filters are specifically excluded from the Company's Warranty.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such equipment. **The Purchaser shall not operate equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of equipment will be at the Purchaser's sole risk and liability.**

Limitation of Liability

The remedies of the Purchaser set forth herein are exclusive, and the total liability of the Company with respect to this contract or the equipment and services furnished hereunder, in connection with the performance or breach thereof or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based. The Company and its suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the equipment hereunder, whether based upon, but not limited to, loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdowns or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

* **The original Purchaser is the party that issued a purchase order and pays for the equipment whether it is purchased from EagleAir, Inc. directly or from one of its Authorized Sales & Service Distributors.**

** **The User is the operator or operating entity of the equipment.**

Effective Date: April 3, 2017

3003 Thurston Avenue, Greensboro NC 27406 Phone 336-398-8000 Fax 336-398-8001

www.eagleair.com



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 14, 2023

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from 800 N 14th Street, LLC, a Delaware limited liability company, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from 800 N 14th Street, LLC, for the property described therein.

Analysis:

800 N 14th Street, LLC, a Delaware limited liability company, is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM 800 N 14TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by 800 N 14th Street LLC, a Delaware limited liability company, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall take effect upon passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **800 N 14th Street LLC**, a Delaware limited liability company, whose mailing address is 1000 Forest Park Boulevard, Suite 401, Fort Worth, Texas 76110, ("**GRANTOR**") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE SKETCH OF DESCRIPTION ATTACHED HERETO AS SCHEDULE "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

[Signature]
Signature

Zick Ledesma
Printed Name

[Signature]
Signature

Corey Bailey
Printed Name

GRANTOR:

800 N 14TH STREET LLC, a Delaware limited liability company

By: NLD JV TRS Holdco LLC, a Delaware limited liability company, its sole member

By: NL JV Manager LLC, a Delaware limited liability company, its manager

By: [Signature]
Benito J. Hidalgo, President

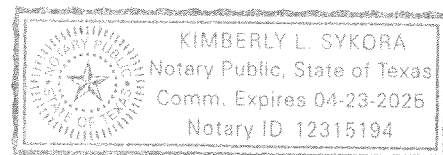
STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of JULY, 2023, by Benito J. Hidalgo, as President of NL JV Manager LLC, a Delaware limited liability company, manager of NLD JV TRS Holdco LLC, a Delaware limited liability company, sole member of 800 N 14th Street LLC, a Delaware limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

[Signature]
Notary Public Signature
Kimberly L. Sykora
Notary Public Name

My Commission Number: 12315194
My Expiration Date: 04-23-2025

(seal)



SCHEDULE "A"

DESCRIPTION:

A portion of Section 23, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

Commence from the Southwest corner of the Northwest quarter of the Southwest quarter of Section 23, Township 19 South, Range 24 East, Lake County, Florida; thence North 00°52'03" East, a distance of 545.14 along the West line of said Section 23; thence departing said West line South 89°25'42" East, a distance of 40.77 feet to the East Right of Way line of U.S Highway No. 27 per Florida Department of Transportation Right of Way Map Section 11010, F, P, No 238394 2, for a POINT OF BEGINNING, also being REFERENCE POINT "A"; thence North 00°52'03" East, a distance of 390.83 feet along said East Right of Way line; thence departing said East Right of Way line South 89°07'57" East, a distance of 38.25 feet to the Westerly Right of Way line of Old State Highway No. 2, also known as Sunshine Avenue said point being a non-tangent curve concave Northeasterly; having a radius of 2,110.50 feet, a central angle of 10°44'29" and a chord bearing of South 24°03'05" East; thence along said Westerly Right of Way line from a tangent bearing of South 18°40'50" East, Southeasterly, a distance of 395.66 feet along the arc of said curve; thence departing said Westerly Right of Way line North 88°44'42" West, a distance of 162.92 feet; thence South 01°15'18" West, a distance of 33.42 feet; thence North 89°25'42" West, a distance of 41.57 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

Commence from said REFERENCE POINT "A" thence North 64°03'58" East a distance of 11.20 feet to a point hereinafter referred to as REFERENCE POINT "B"; thence North 00°52'03" East, a distance of 375.78 feet; thence South 89°07'57" East, a distance of 21.20 feet to a point on a non-tangent curve concave Easterly; having a radius of 2,120.50 feet, a central angle of 05°51'17" and a chord bearing of South 21°47'56" East; thence from a tangent bearing of South 18°52'18" East, Southerly, a distance of 216.68 feet along the arc of said curve; thence South 64°50'01" West, a distance of 42.70 feet; thence South 25°09'59" East, a distance of 10.00 feet; thence North 64°50'01" East, a distance of 42.64 feet to a point on a non-tangent curve concave Northeasterly; having a radius of 2,120.50 feet, a central angle of 04°06'32" and a chord bearing of South 27°03'03" East; thence from a tangent bearing of South 24°59'47" East, Southeasterly, a distance of 152.07 feet along the arc of said curve; thence North 88°44'42" West, a distance of 153.36 feet; thence South 01°15'18" West, a distance of 33.48 feet; thence North 89°25'42" West, a distance of 26.60 feet to aforesaid REFERENCE POINT "B".

Containing 9,557 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on East Right of way line of U. S. Highway No. 27, being North 00°52'03" East. (ASSUMED)
2. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administrative Code.

NOT VALID WITHOUT SHEET 2

SKETCH & DESCRIPTION	Date: JUNE 21, 2023 SK		Certification Number LB2108 68364002
	Job Number: 68364	Scale: 1" = 60'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
FOR BFA, INC.	JAMES E. MAZURAK, PSM Registered Land Surveyor Number 6377		

SKETCH OF DESCRIPTION

U. S. HIGHWAY NO. 27
80.00' RIGHT OF WAY

PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP SECTION 11010, F, P, NO 238394 2

WEST LINE OF SECTION 23-19-24
EAST RIGHT OF WAY LINE
N00°52'03"E 390.83'

N00°52'03"E 375.78'

C2

L6

NT
TB=S24°59'47"E

PARCEL IDENTIFICATION NUMBER
23-19-24-0003-000-04501

REFERENCE
POINT "B"

S88°44'42"E 153.36'

N88°44'42"W 162.92'

NOT PLATTED
PARCEL IDENTIFICATION NUMBER
23-19-24-0003-000-13900

POB &
REFERENCE POINT "A"

POINT OF COMMENCEMENT

SOUTHWEST CORNER
OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4
OF SECTION 23-19-24

N00°52'03"E
545.14'

WEST LINE OF
SECTION 23-19-24

10.00'

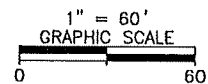
WESTERLY
RIGHT OF WAY LINE
NO DOCUMENTATION
FOUND OR PROVIDED

OLD STATE ROAD NO. 2
SUNSHINE AVENUE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2110.50'	10°44'29"	395.66'	S24°03'05"E	395.08'
C2	2120.50'	5°51'17"	216.68'	S21°47'56"E	216.58'
C3	2120.50'	4°06'32"	152.07'	S27°03'03"E	152.03'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°25'42"E	40.77'
L2	S89°07'57"E	38.25'
L3	S01°15'18"W	33.42'
L4	N89°25'42"W	41.57'
L5	S89°07'57"E	21.20'
L6	S64°50'01"W	42.70'

LINE TABLE		
LINE #	BEARING	LENGTH
L7	S25°09'59"E	10.00'
L8	N64°50'01"E	42.64'
L9	S01°15'18"W	33.48'
L10	N89°25'42"W	26.60'
L11	N64°03'58"E	11.20'



LEGEND & ABBREVIATIONS:

- TB = TANGENT BEARING
- NT = NON-TANGENT
- POB = POINT OF BEGINNING
- C(#) = CURVE
- L(#) = LINE



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
8500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 68364002
Job No. 68364
Date: JUNE 21, 2023
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 14, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida hiring Gray Robinson Attorney's Advisors Consultants to represent the City of Leesburg before the State of Florida on issues related to the executive and legislative branches of government; and providing an effective date.

Staff Recommendation:

Approve agreement hiring Gray Robinson as the City of Leesburg lobbyist to represent the City's utility interests.

Analysis:

The City anticipates a continued push from the State Legislature to modify how municipal utilities operate. As this year defended the passage of extreme legislation, additional lobbying will be required in the future to ensure that Leesburg's core enterprises are safeguarded from opposing legislative efforts.

Procurement Analysis:

The firm is recommended by FMEA and because it is under procurement thresholds for consulting services, a formal process is not required.

Options:

1. Approve Resolution as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA HIRING GRAY ROBINSON ATTORNEY'S ADVISORS
CONSULTANTS TO REPRESENT THE CITY OF LEESBURG BEFORE THE
STATE OF FLORIDA ON ISSUES RELATED TO THE EXECUTIVE AND
LEGISLATIVE BRANCHES OF GOVERNMENT; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, it is in the City of Leesburg's best interest to hire professional lobbyists to represent the City before the State of Florida on issues related to the executive and legislative branches of government.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Commission of the City of Leesburg that the firm Gray Robinson Attorneys/Advisors/Consultants, of Tallahassee, Florida, be retained pursuant to the terms and conditions herein.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

GRAYROBINSON

Ryan Matthews | Ryan.Matthews@gray-robinson.com | T 850.577.9090
301 South Bronough Street, Suite 600, Tallahassee, Florida 32301 | F 850.577.3311

June 23, 2023

Mr. Al Minner, City Manager
City of Leesburg
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630
Via email: Al.Minner@leesburgflorida.gov

Re: Engagement Letter with GrayRobinson, P.A.

Dear Mr. Minner:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Leesburg. ("the City"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City before the State of Florida on issues related to the executive and legislative branches of government. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, who will serve as an additional contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City has agreed to pay the Firm \$5,000 per month for a period of 12 months, beginning on August 1, 2023, with an initial payment of \$5,000 on August 1, 2023, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City's behalf for pre-approved expenses. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City consents for the firm's lobbyists to register to represent the Foundation, and the City agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent following the execution of this agreement. By signing below, you agree to complete and return the registration authorizations, which are necessary to our representation of the City during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until the registration authorizations are properly filed with the state.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you*

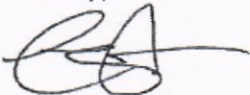
and our firm. If legal services are required by the Foundation, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2023. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Ryan Matthews

For: City of Leesburg

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 14, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Anacott Steel, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Southstate Bank, N.A. joining and consenting to the Utility easement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Anacott Steel, LLC, for the property described therein, together with the Joinder and Consent to Utility Easement from Southstate Bank, N.A. joining and consenting to the Utility easement.

Analysis:

Anacott Steel, LLC is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Southstate Bank, N.A. is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Anacott Steel, LLC and agrees that its mortgage, lien or other encumbrance shall be subordinated to said easement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM ANACOTT STEEL, LLC, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM SOUTHSTATE BANK, N.A. JOINING AND CONSENTING TO THE UTILITY EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by Anacott Steel, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, together with the Joinder and Consent to Utility Easement from Southstate Bank, N. A. joining and consenting to the Utility Easement, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **ANACOTT STEEL, LLC**, whose mailing address is 425 Flatwoods Road, Leesburg, Florida 34748, ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "1"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title

and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

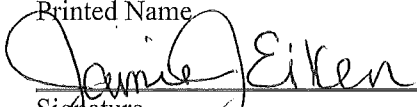
WITNESSES:

GRANTOR:

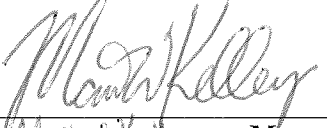
ANACOTT STEEL, LLC, a Florida limited liability company


Signature

Eric Griffin
Printed Name

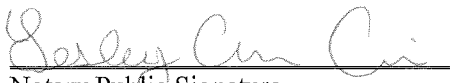

Signature

Jamie S. Eiken
Printed Name

By: 
Matt W Kelley, Manager

STATE OF Missouri
COUNTY OF Greene

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of July, 2023, by Matt Kelley, Manager of ANACOTT STEEL, LLC, who is ☒ personally known to me or ☐ who produced the following identification: Driver's license


Notary Public Signature

Lesley Ann Cain
Notary Public Name

My Commission Number: 1999870
My Expiration Date: 9/4/23

(seal)

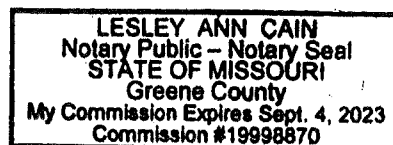
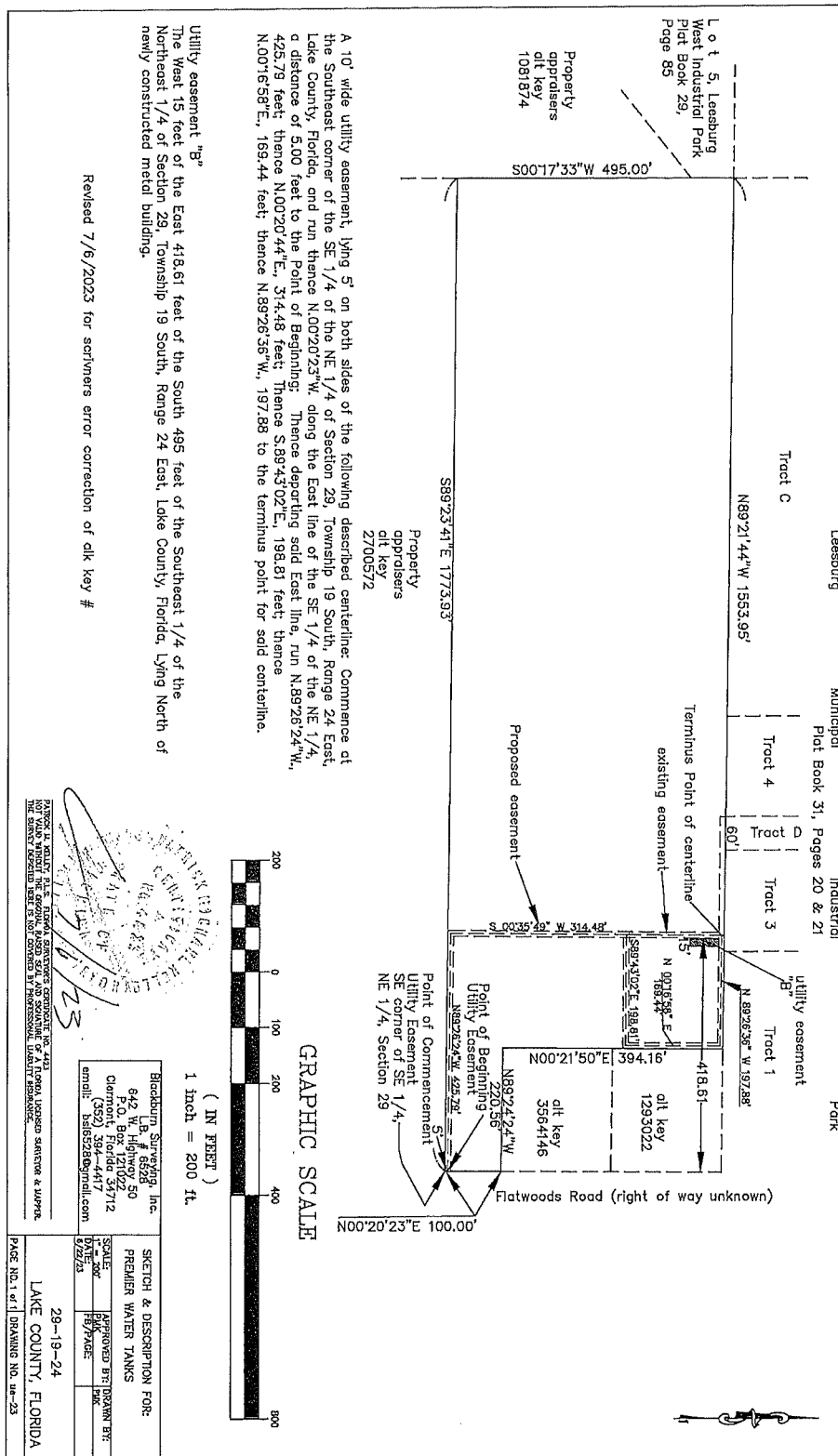


EXHIBIT "1"

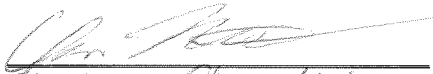


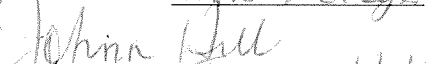
JOINDER AND CONSENT TO UTILITY EASEMENT

SOUTHSTATE BANK, N.A., a national association, hereby certifies that they are the holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between ANACOTT STEEL, LLC and the CITY OF LEESBURG; and agrees that its mortgage, lien, or other encumbrance which is recorded in O.R. Book 5901, Page 1999, of the Public Records of Lake County, Florida, and O.R. Book 6081, Page 1945, of the Public Records of Lake County, Florida, shall be subordinated to said easement.

Signed and sealed in the presence of:

SOUTHSTATE BANK, N.A., a national
association

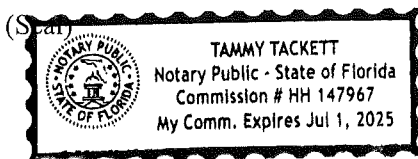

Printed Name: Chris Metzger


Printed Name: Johna Hill


By: JAMES ROBERTI
Title: VP

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 2023, by James Roberti as Vice President of SOUTHSTATE BANK, N.A., who are ☒ personally known or produced _____ as identification.



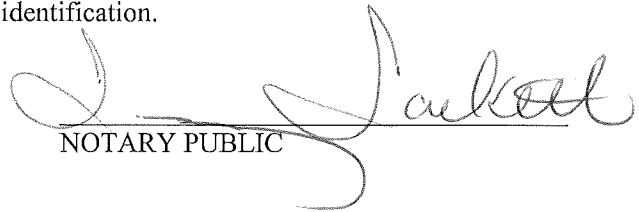

NOTARY PUBLIC

EXHIBIT "A"

The South 495 feet of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 24 East, Lake County, Florida, LESS the North 395.0 feet of the East 220.56 feet of the South 495.0 feet of said Southeast 1/4 of the Northeast 1/4 AND LESS that part thereof acquired by Lake County for drainage ditch by Final Judgment recorded in Deed Book 290, Page 370, Public Records of Lake County, Florida.

Parcel#29-19-24-0001-000-06300

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 14, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving an Interlocal Agreement between the City of Leesburg and the Eastport Community Development District; authorizing the Mayor and City Clerk to execute the Agreement; and providing an effective date.

Staff Recommendation:

Approve resolution creating a CDD for the Eastport Community.

Analysis:

This is another Villages related house keeping item, where the City has already approved the creation of a CDD with the Villages Land Development Company "163 Agreement". However, the concept contemplated with the Villages now requires approval as the development has occurred.

Procurement Analysis:

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LEESBURG AND THE EASTPORT COMMUNITY DEVELOPMENT
DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Interlocal Agreement between the City of Leesburg, Florida and the Eastport Community Development District, executed by the Eastport Community Development District on July 28, 2023, is approved.

THAT the Mayor and City Clerk are authorized to execute the Interlocal Agreement on behalf of the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LEESBURG, FLORIDA
AND
EASTPORT COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, by and between **CITY OF LEESBURG, FLORIDA** (the "City"), and **EASTPORT COMMUNITY DEVELOPMENT DISTRICT** (the "District").

RECITALS

A. The District is a Community Development District authorized by Chapter 190, Florida Statutes (the "Act"), and created pursuant to Ordinance No. O2023-1 duly adopted by the City Commission of the City of Wildwood, Florida on March 27, 2023.

B. The City is a Florida municipal corporation.

C. The District is authorized by the Act to exercise those powers conferred by the Act.

D. Pursuant to the Act, including Sections 190.011(12) and 190.012(1)(g)-(h), Florida Statutes, the Ordinance of the City of Wildwood, Florida relating to the District, and Section 163.01, Florida Statutes, the City and the District may provide by interlocal agreement for the District, in designated places which are within or without the District's geographical boundaries and within the municipal boundaries of the City, to exercise those powers conferred by the Act.

E. Pursuant to those powers conferred by the Act, the District proposes to exercise those powers described herein outside of its geographical boundaries but within that portion of the City lying within the age-restricted mixed-use master planned community known as "The Villages of West Lake."

NOW, THEREFORE, the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority set forth in Chapters 163 Part I and 190, Florida Statutes, and is consistent with the Comprehensive Plan for the City.

2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. Additional Powers of the District. In addition to any powers that the District may have pursuant to law, prior interlocal agreement, or otherwise, the City hereby consents to the exercise by the District and further agrees that the District shall have and is hereby granted the right within the boundaries of those portions of the City lying within The Villages of West Lake, the authority to exercise those powers authorized under Section 190.012(2), Florida Statutes, with the exception of those powers described in Section 190.012(2)(f), and to exercise those powers necessary or incidental thereto, including the right to set and collect fees. The powers shall include, but are not limited to, provision of a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses and b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars. The foregoing shall not be construed to authorize the District to charge ad valorem taxes or assessments outside the geographic boundaries of the District.

4. Revenue Bonds; City Not Liable. The City acknowledges that the District may issue revenue bonds of the District in accordance with the Constitution and laws of the State of Florida, and the Act, to finance the acquisition, construction, or expansion of a project or facility, which bonds may be secured by and payable from revenues derived from the operation of the facilities, including revenues from service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, the general obligations or indebtedness of the City, the State of Florida, or any political subdivision thereof, within the meaning of the Florida Constitution and other laws applicable to the City, the State of Florida, or any political subdivision thereof, but shall be payable solely from, and secured by a lien upon, a pledge of revenues from the operation of its facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any funds of the City, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

5. Term. This Agreement shall commence upon the date set forth above, and unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

6. Amendment. This Agreement may be modified or terminated in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Upon termination of the Agreement, the City shall have no duty to operate, maintain or service, and shall have no ownership interest in, any facilities in place pursuant to this Agreement.

7. Severability. If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Interlocal Agreement.

8. Matters Unaffected. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement, unless such right or obligation is specifically addressed herein. The consents of the City contained herein authorizing the exercise of powers by the District are not intended to create any obligation in the District to exercise such powers.

9. Effective Date. This Agreement shall become effective upon the filing of the fully executed Agreement with the clerk of the circuit court of Sumter County, as required by subsection 163.01(11), Florida Statutes.

10. Amendment. Any amendments to this Agreement must likewise be executed by both parties and filed with the clerk of the circuit court of Sumter County before becoming effective.

11. Miscellaneous. The parties agree that in the event of any litigation related to the construction or enforcement of any of the provisions of this Agreement: (a) each party shall bear and be responsible for its own attorneys' fees and costs; (b) this Agreement shall be construed in accordance with the law of the State of Florida; (c) venue for any action concerning this Agreement shall be in Lake County, Florida; and (d) because both parties participated in the drafting of this Agreement, the Agreement shall not be construed more favorably toward either of the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

AS TO CITY:

CITY OF LEESBURG, FLORIDA

ATTEST:

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

FOR THE USE AND RELIANCE OF
CITY OF LEESBURG, FLORIDA, ONLY,
APPROVED AS TO FORM AND LEGALITY

City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as _____, of and on behalf of City of Leesburg, Florida, who did not take an oath and is personally known to me.

Notary Public – State of Florida
Print Name: _____
Commission Number: _____
Commission Expires: _____

AS TO DISTRICT:

ATTEST:

[Signature]
Kenneth C. Blocker, District Manager

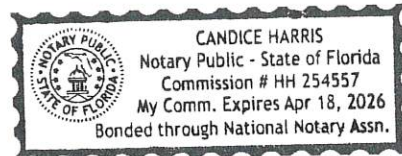
**EASTPORT COMMUNITY DEVELOPMENT
DISTRICT**

By: [Signature]
Print Name: Roberto Jarquin
Title: Vice Chairman

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 28th day of July, 2023 by
Roberto Jarquin as Vice Chairman, of and on behalf of Eastport Community
Development District, who did not take an oath and is personally known to me.

[Signature]
Notary Public – State of Florida
Print Name: _____
Commission Number: _____
Commission Expires: _____



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: August 14, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 60.27 +/- acres and generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Silver Lake Woods AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 60.27 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 60.27 +/- acres, generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City of Leesburg PUD (Planned Unit Development). The proposal for the property is a single-family residential subdivision.

The property is surrounded by City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture), R-1 (Rural Residential), Lake County R-2 (Estate Residential), Lake County R-6 (Urban Residential District) and City of Leesburg SPUD (Small Planned Unit Development). Under the conditions of the PUD zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Rezoning, received recommendations for approval from Staff and the Planning Commission on May 18, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 60.27 +/- ACRES AND GENERALLY LOCATED NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE WOODS AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Jerome Henin, Traderscove Corporation, Petitioner, for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all

the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 5.;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1389186) – Per Lake County Property Appraiser

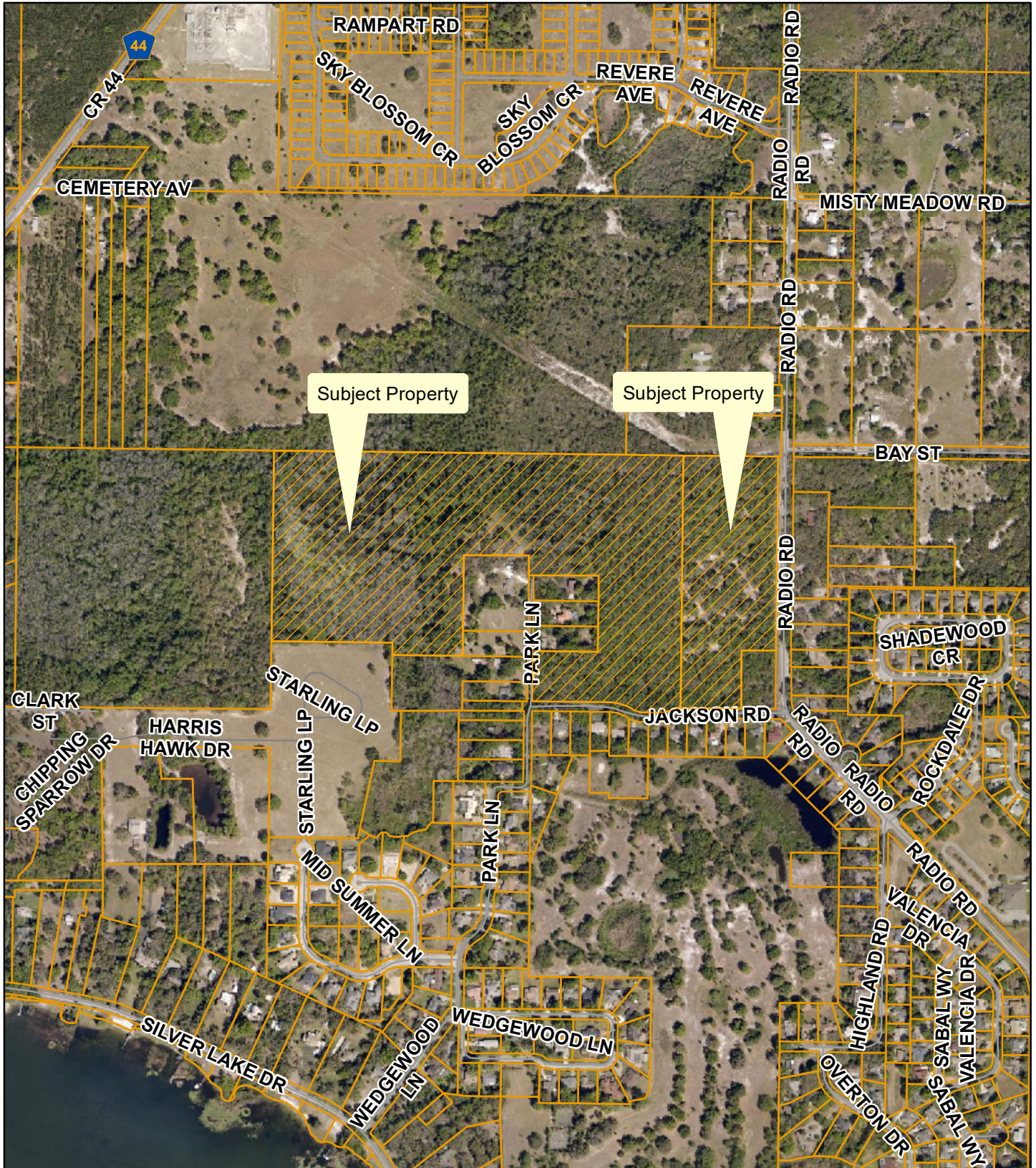
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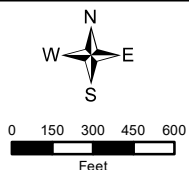
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CONTAINING 60.27 ACRES, MORE OR LESS.

Aerial

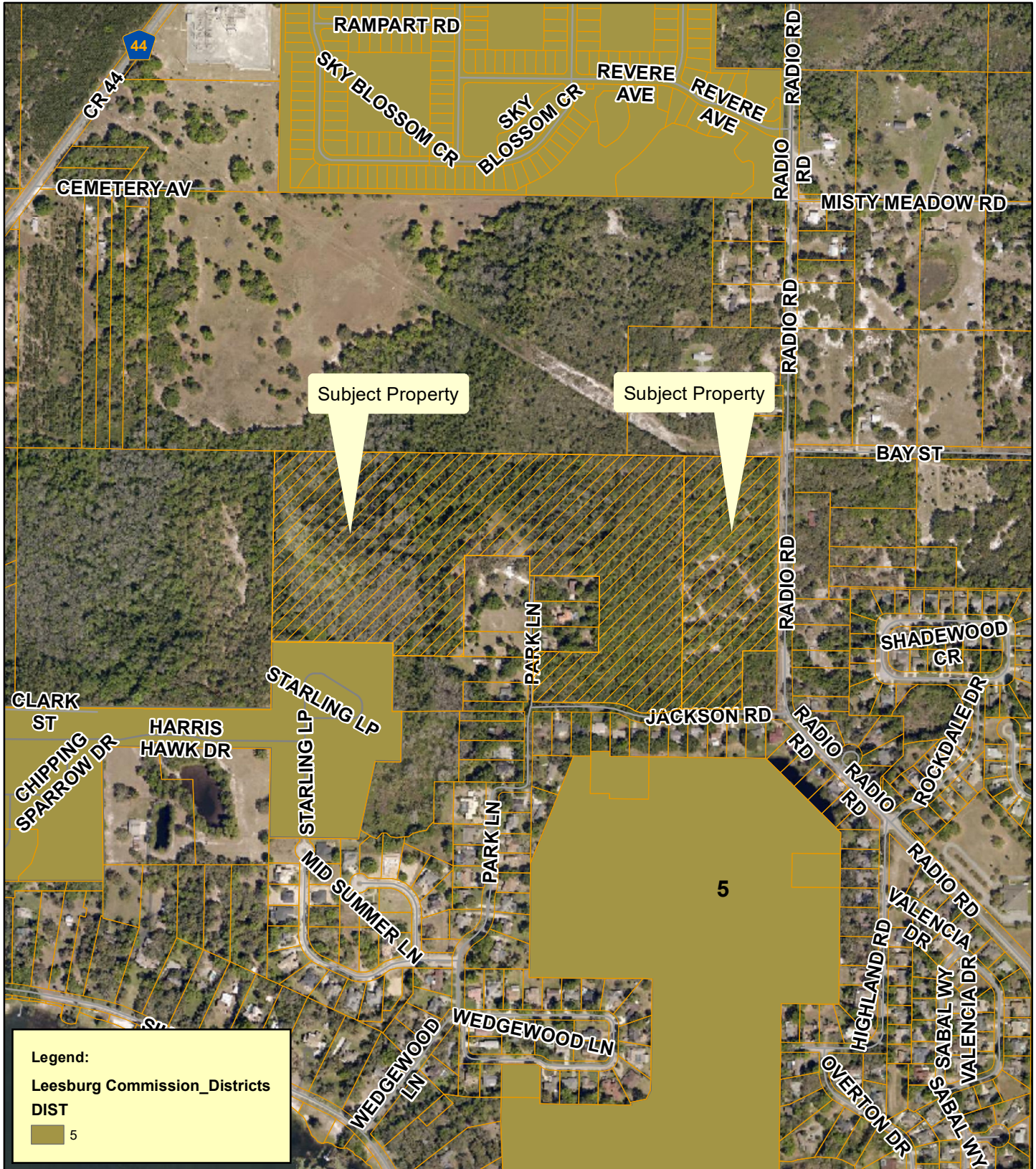


Planning
& Zoning
Division

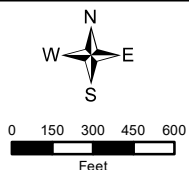


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Commission District



**Planning
& Zoning
Division**



Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: August 14, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommends approval of the proposed large-scale comprehensive plan amendment of the City's Future Land Use Map on 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 60.27 +/- acres and is generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road. Currently, the property is vacant and undeveloped. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density and Urban Medium Density and City of Leesburg Estate Residential are compatible with the proposed future land use designation of City of Leesburg Estate Residential. The proposed zoning designation of City of Leesburg PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property. The proposal for the property is single-family residential use.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 18, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 60.27 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE WOODS LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 60.27 +/- acres of land generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

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CONTAINING 60.27 ACRES, MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: LSCP-23-126

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 16, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and a Rezoning to PUD (Planned Unit Development) to allow a single-family residential development.
CASE NO.: LSCP-23-126; PUD-23-129

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/11/2023.

FIRE

In reference to Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/16/2023

ELECTRIC

Leesburg Electric has not objections. Easements along Jackson Road for the existing facilities may be required. Steve Davis 4/27/2023

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/2/2023

GIS

GIS has no comments. Tammy Magamoll 5/2/2023

BUILDING

No comments received as of 5/11/2023.

PUBLIC WORKS

Public Works has no issue with this item. Cliff Kelsey 4/27/2023

ADDRESSING

No comments received as of 5/11/2023.

HOUSING & REDEVELOPMENT

No comments received as of 5/11/2023.

LAKE COUNTY PUBLIC WORKS

See attached comment letter. Seth Lynch 5/12/2023

LAKE COUNTY SCHOOLS

The Silver Lake Woods residential project is subject to school concurrency review prior to final site plan approval. Proportionate share mitigation may be required at time of submittal. Helen LaValley 5/4/2023

PUBLIC RESPONSES

Approval

No comments received as of 5/11/2023.

Disapproval

1 disapproval with 1 comment as of 5/11/2023.

No comment

No comments received as of 5/11/2023.

Notice of Appearance filed: No comments received as of 5/11/2023.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 5/11/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Heather Ryder – Moving here 2 years ago was a blessing! We love the peaceful environment filled with the sound of animals and the view of nature. Hearing about a development across the street raises many concerns. Specifically, the noise pollution, excessive traffic and a loss of a pleasing view and surrounding area. The trees create a peaceful place, and the joy of watching wildlife (birds, panthers, coyotes, armadillos, etc) that have been seen in their habitat across the street. Because other developments are in process or have been almost completed that are really close to this plot of ground, there is going to be a loss of wildlife habitat. Additionally, Jackson Road has traffic that cuts through to 441 and at times has been unsafe. A development next door will only increase this hazard. The addition of another development may increase revenue, but will negatively impact the lives of those living around the plot, especially since open ground continues to diminish. Finally, what evaluations have been done to consider the additional stress added to the already overwhelmed schools.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: LSCP (Large Scale Comprehensive Plan Amendment); PUD (Planned Unit Development)
CASE NO.: LSCP-23-126; PUD-23-129

GENERAL LOCATION: North of Jackson Road, east and west of Park Lane, west of Radio Road

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Estate Residential; Lake County Urban Low Density
East – Lake County Urban Low Density; Urban Medium Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – PUD (Planned Unit Development); Lake County A (Agriculture); Lake County R-(Rural Residential); Lake County R-2 (Estate Residential)
East – Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
West – City of Leesburg PUD (Planned Unit Development); Lake County HM (Heavy Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

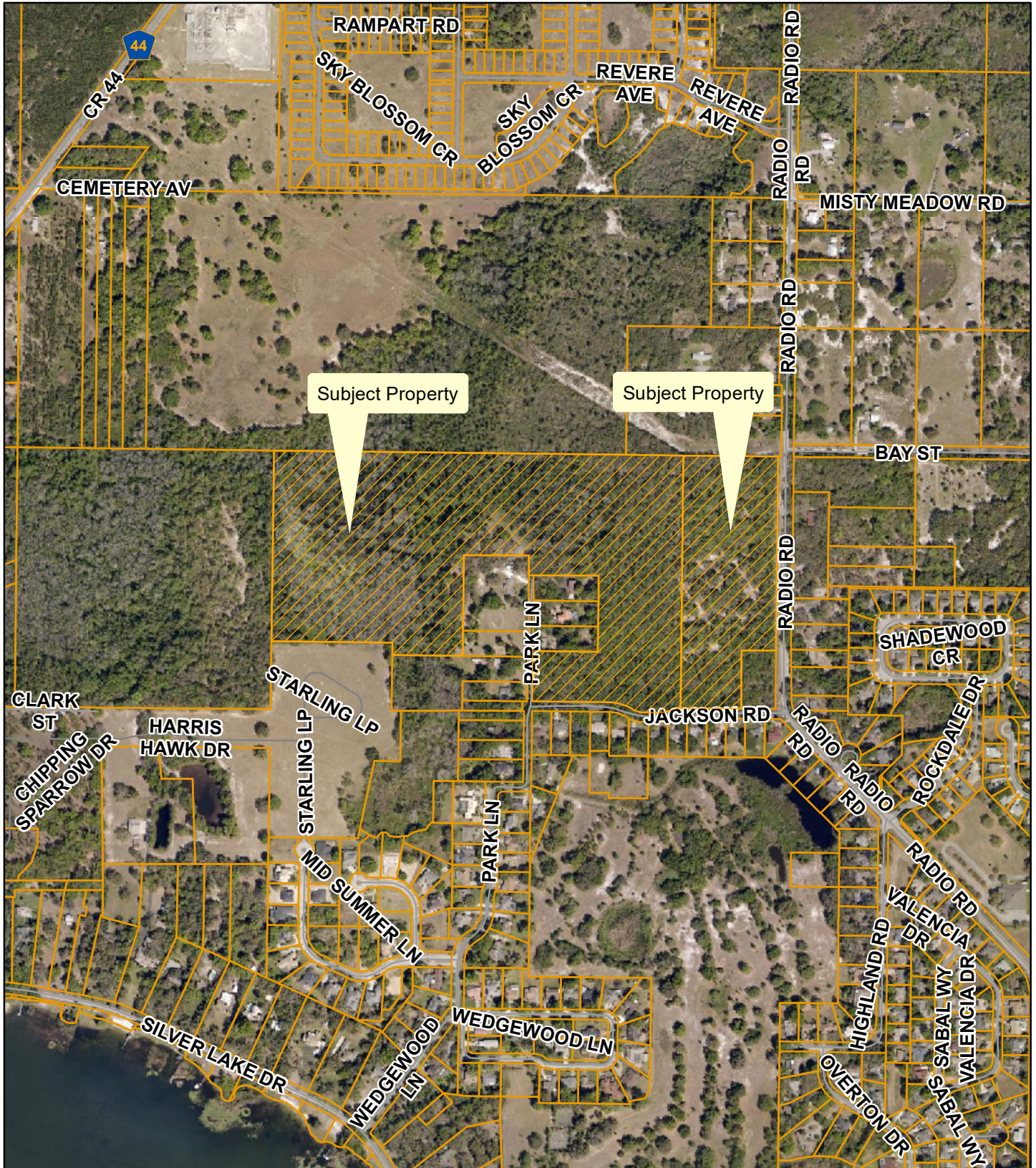
EXISTING LAND USE: Agricultural, undeveloped

SURROUNDING EXISTING LAND USE:

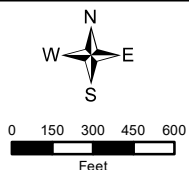
North – Pasture Improved; Residential
South – Non-Agricultural Acreage; Residential
East – Residential
West – Timber

PROPOSED LAND USE: Single family residential subdivision

Aerial

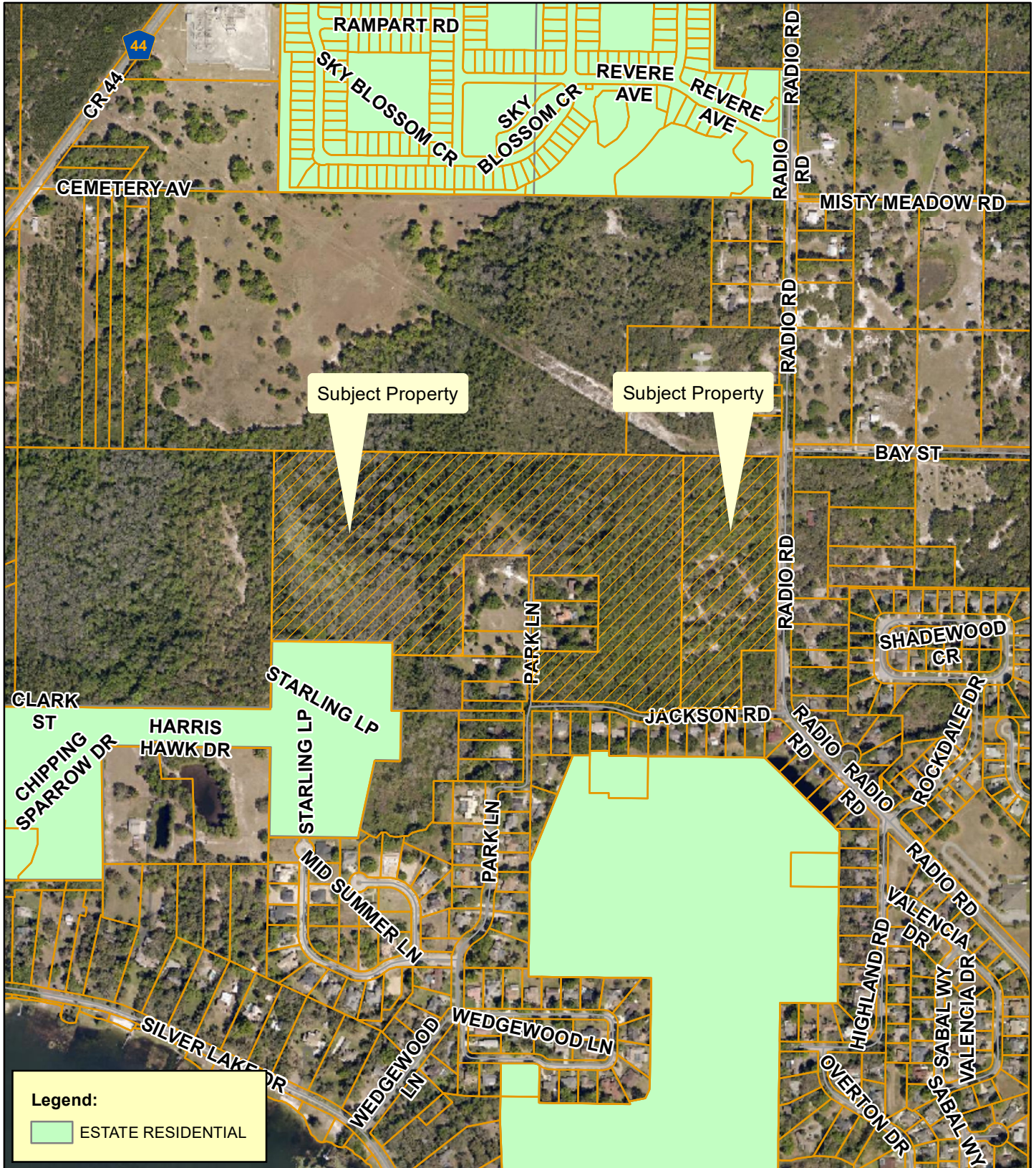


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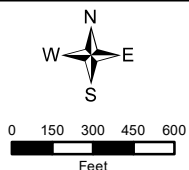


Silver Lake Woods
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Section 10, Township 19 South, Range 25 East
April 24, 2023

Future Land Use

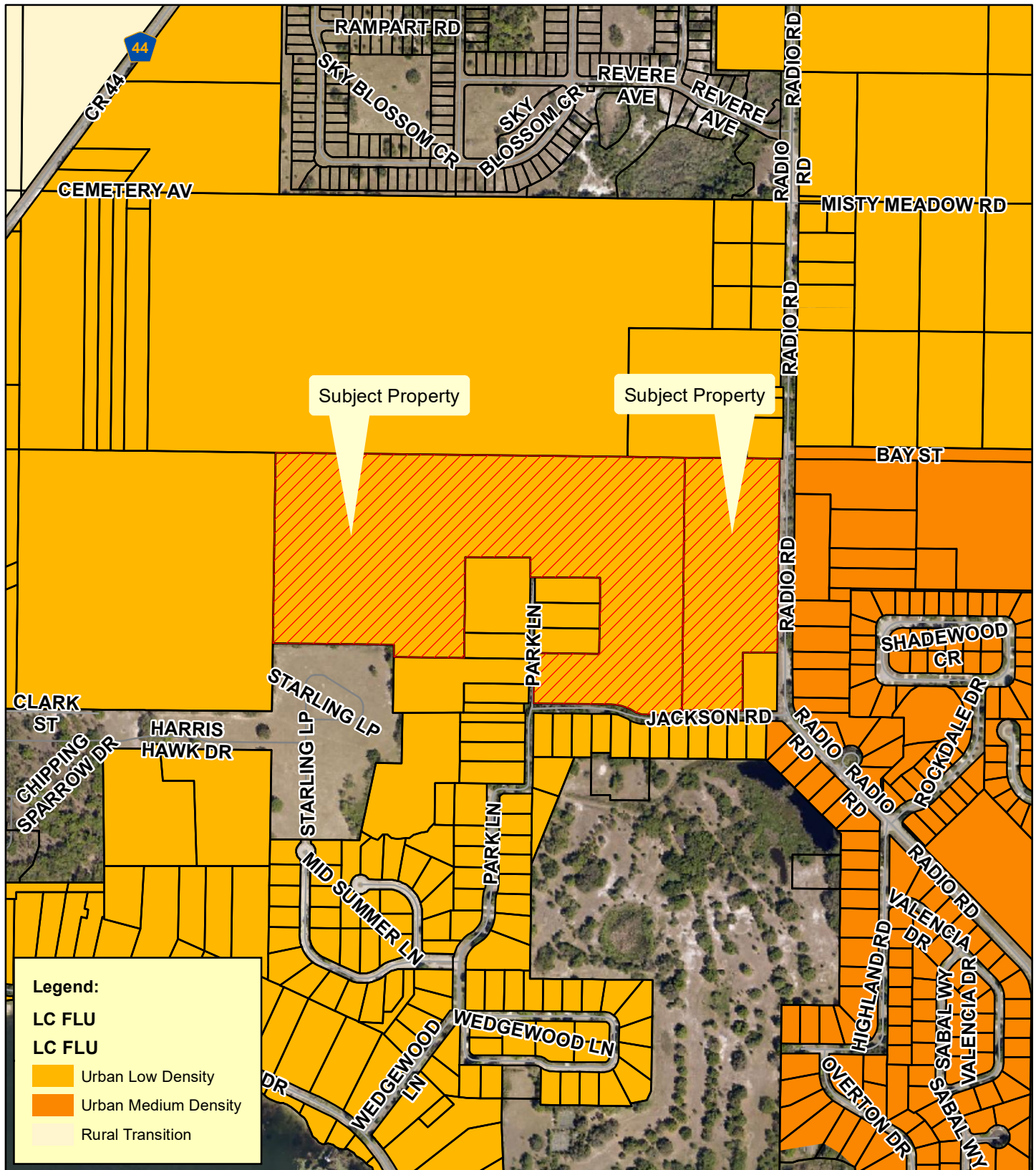


**Planning
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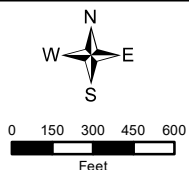


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Lake County Future Land Use

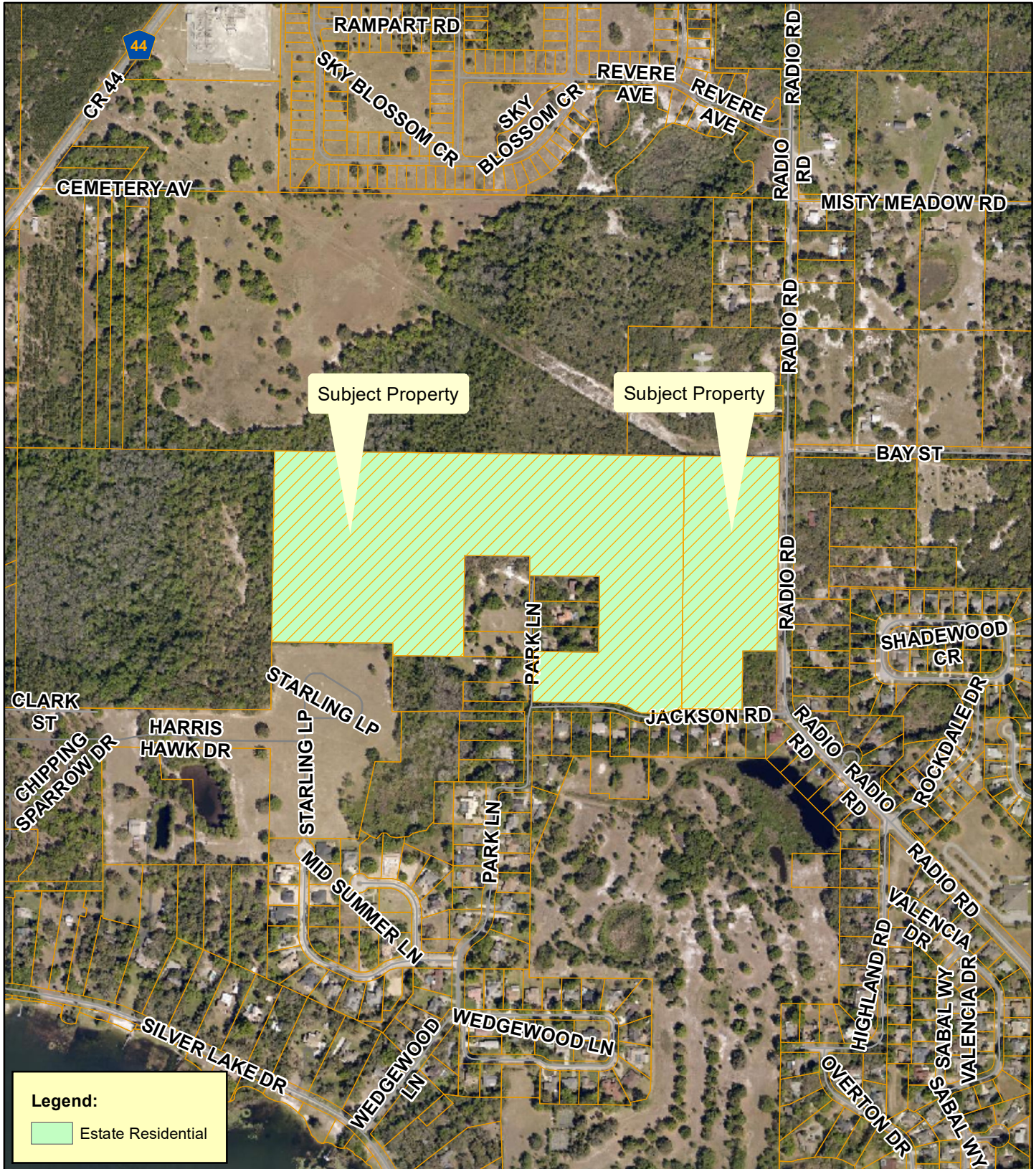


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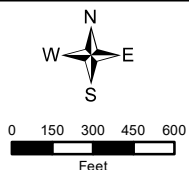


Silver Lake Woods
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Proposed Future Land Use



**Planning
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Division**

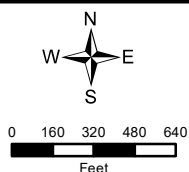


Silver Lake Woods
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April 24, 2023

Surrounding Land Use

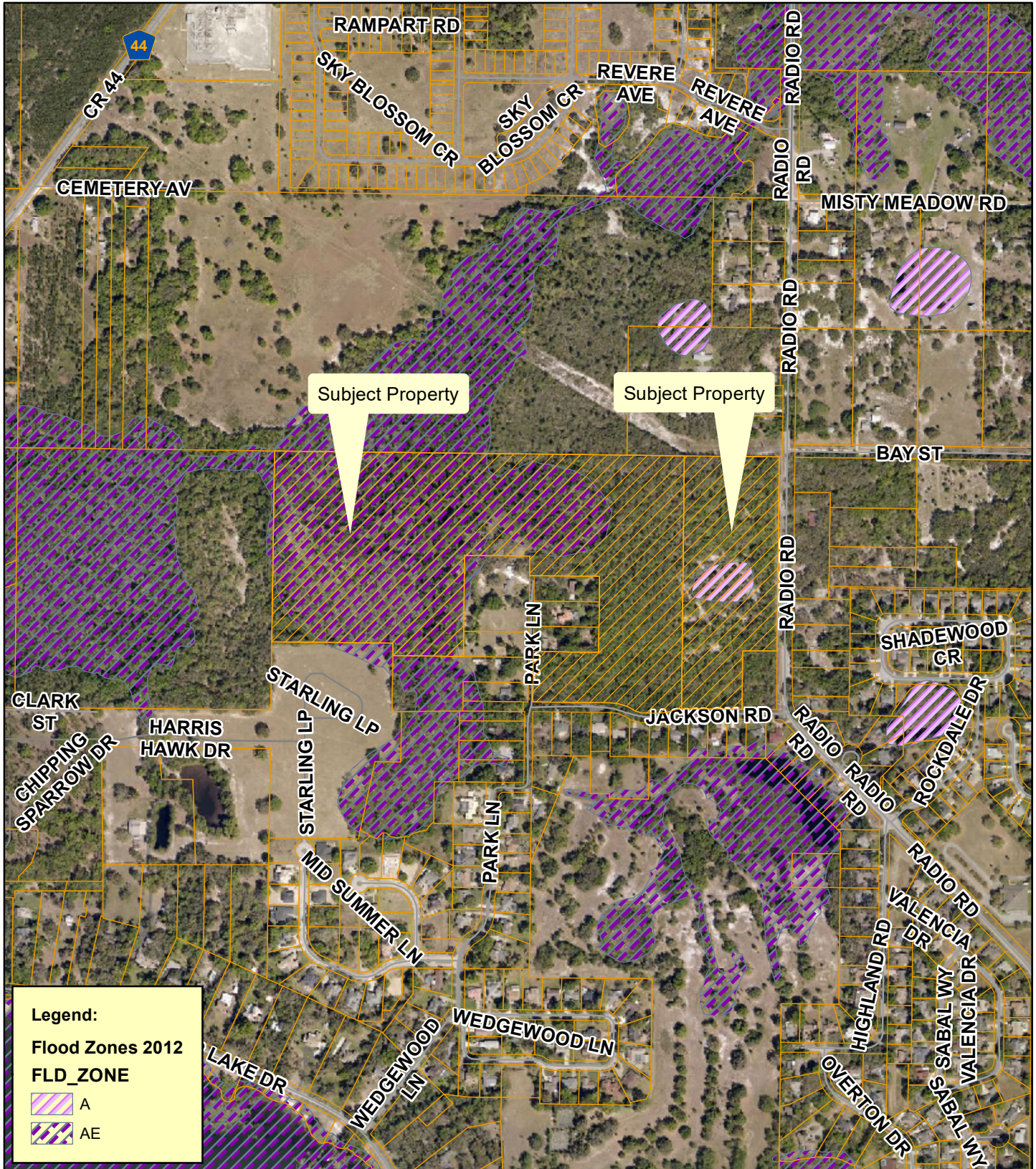


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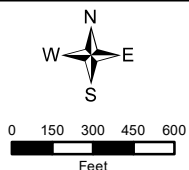


Silver Lake Woods
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Flood Zone

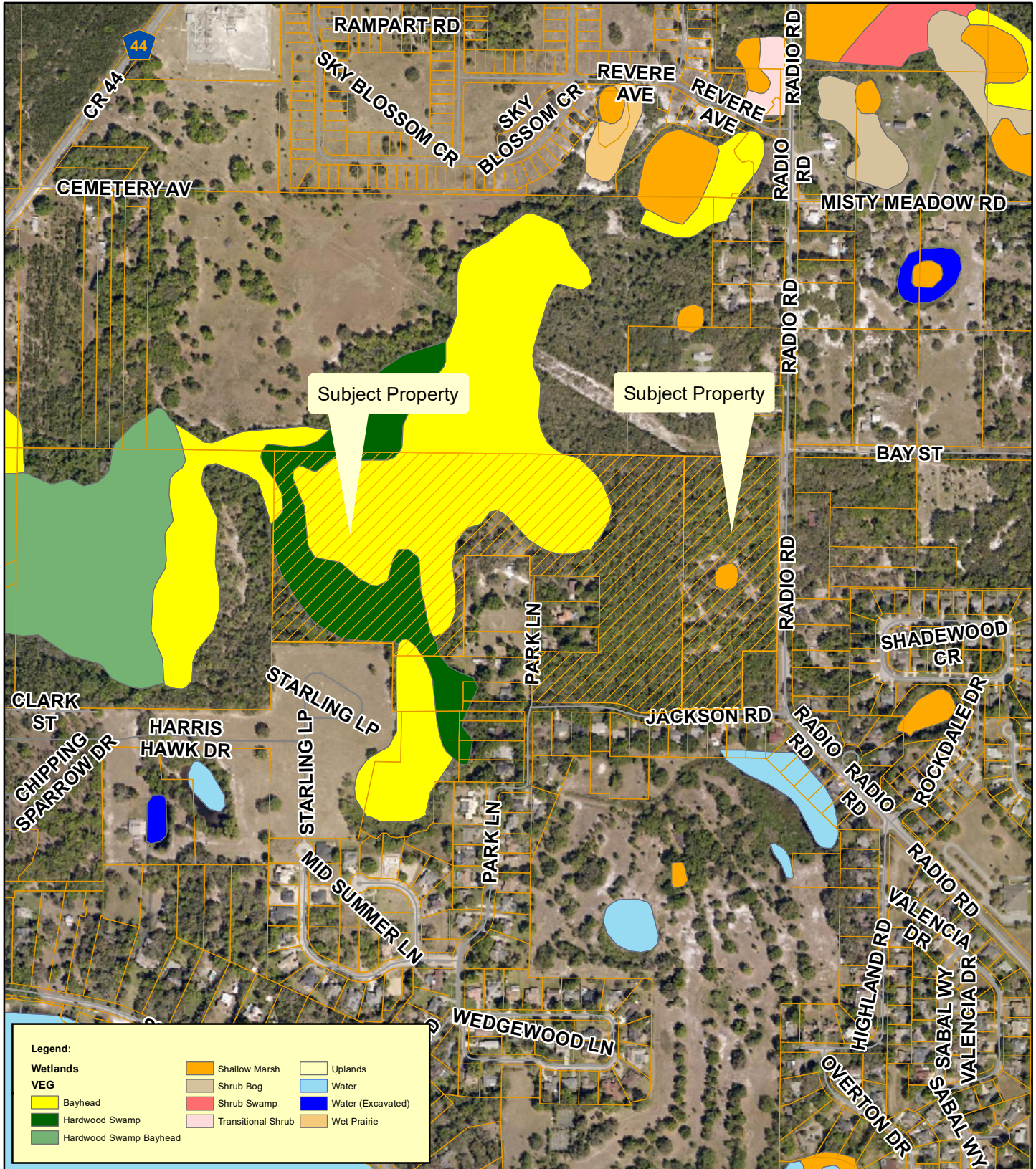


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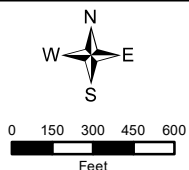


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Wetlands



**Planning
& Zoning
Division**



Silver Lake Woods
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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, MAY 18TH, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, May 18th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders
Rosalind Peebles-Johnson

The following Commission members were absent:

Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR APRIL 20, 2023.

Commissioner Ted Bowersox moved to APPROVE the minutes from the April 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion, which was PASSED by a vote of 7 to 0.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 60 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023)** (Silver Lake Woods LSCP)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #LSCP-23-126 – *Silver Lake Woods – Large Scale Comprehensive Plan Map Amendment* and case number #PUD-23-129 – *Silver Lake Woods – Planned Unit Development* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that this is a proposal for a single-family residential development on a site consisting of approximately 60+ acres, proposing units with a density of 1.41 units per acre.

Senior Planner Christine Rock presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County Public Works made the following comments about Radio Road: left and right turn lanes are required on Radio Road at development's proposed access, additional right-of-way may be required for Radio Road, sidewalk will need to be provided along road frontages, a traffic impact analysis and signal warrant analysis will need to be done, additional right-of-way will be required to accommodate the right and left turn lanes. And for Jackson Road and Park Lane, additional right-of-way may be required along frontages with sidewalks. Lake County School Board indicated that a concurrency review would be required. For Public responses, we received one written response for disapproval which mentioned noise pollution from traffic, the peaceful view, the wildlife, and schools.

Mr. Miller also highlighted some of the PUD stating that the overall project is approximately 60 acres, and 28 acres will be preserved as wetlands. The only permitted uses are single-family. There are three lot sizes in the PUD, with a total of 85 lots. The access point for the property is located on the south side and is required to be a boulevard type access with an 8-foot landscape medium, which will allow emergency access vehicles to maneuver. There is a 25-foot buffer around the exterior of the property on the north, east, and south. Each home is required to have a two-car garage. All lots smaller than

60-feet have to have gutters all around the house to direct water away. There is a requirement for a split rail fence on the north, east, and south boundary. There are recreational requirements of approximately 4-acres to include such uses as a children's playground, dog park, or gazebo. Otherwise, the standard PUD conditions are in effect, such as the design and architectural standards, landscape and buffer requirements, and the dark sky lighting.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Jerome Henin, Petitioner, showed a power point presentation, stating that 65% of the property is preserved. It is a residential neighborhood with 85 lots. The variety of lot sizes allows multiple styles of homes and floorplans. There is a long-term preservation of quality wetlands by the creation of new buffers. A full tree survey was done and trees will be preserved that will be an asset to future homeowners. They tried to do all of the studies beforehand to see what was going on with the property. The wetland area has been flagged, and a survey was completed and there were 9 turtles found on the site. There was also a Traffic Study that was done and he believes that this development has a Tier 1 Exemption. They are open to fencing as well as trees and shrubs along the buffers.

Armondo Famil, 9926 Jackson Road, questioned the notice for annexation. Dan Miller answered that the annexation only goes before City Commission, so there would be no notice sent out for that. A notice was sent out for this meeting for the Comprehensive Plan and Planned Unit Development, and mailed out to property owners within 200 feet from the subject property. Mr. Famil stated that he does not like the buffer, he does not want a wall in front of his house and he prefers trees. He also does not want more traffic, he wants the access changed to Radio Road.

Dennis Ennix, 34337 Park Lane, asked about the deed to obtain more right-of-way for sidewalks. Dan Miller answered that the requirement is coming out of Lake County, and will be on the developer's side of the road, not be on his side of the road. The Planned Unit Development will support whatever Lake County requires because the roads are legally controlled by them. Mr. Ennix also asked about the easement. Attorney Grant Watson answered that the easements run with the title of the property. Mr. Ennix inquired about the retention pond, asking how deep it is going to be as that is where he gets his drinking water. Mr. Ennix also mentioned the turning lanes and if there were going to be signs stating that there is no through traffic.

Pamela Farv, 34150 Park Lane, mentioned her concern for 90-degree curves. There has been an influx of people with small children and the traffic that comes through there goes very fast. Ms. Farv asked as to whether the development is going to be single-story homes or two-story homes. Is the emergency access off of Park and/or Jackson? Will there be dust control during construction? What is the diameter limitation of historic trees? And is there is a wildlife plan?

Ellen Healy, 9800 Jackson Road, stated that there are 3-4 housing developments within 2-3 miles of each other, and that she does not see a need for another one. She said this project is not needed. She asked if the main entrance is from Radio Road, and Mr. Miller answered yes. She stated that she does not want more people in the area.

Wanda Adams, 34511 Radio Road, stated that they are being bombarded with turkeys, deer, bears, and wild hogs. She is concerned about the safety of the kids in the area and the individuals. Will the wild life be preserved? Ms. Adams also stated that people are violating the speed limit, and that no one drives the 40mph. She asked, what if there was an emergency? How would the residents get out? How would an ambulance get in?

Dan Seymour, 34216 Silver Court Drive, stated that the area that is being developed now was supposed to be a nature preserve. There are two developments already, and now there is going to be a third. Mr. Seymour inquired about Treadway Elementary School, asking how many kids will it be able to accommodate? He also mentioned bringing the extra homes in the area, and why is everything heading in their direction? He questioned the research and foresight that was done. He asked the commission to please reconsider and forego this project.

Commissioner Marshall asked Mr. Seymour if he had any paperwork regarding the nature preserve. Mr. Seymour said that he only heard it was willed to Lake County as a nature preserve and was never supposed to be developed. Mr. Seymour said that if anyone has the access to research this, the Planning Commission certainly should be able to. Dennis Ennix stated that the county was offered the property by the owners, but they did not do anything.

Jerome Henin answered the questions that were brought up. He stated that the access will be on Radio Road, and there will be buffers with trees and sidewalks (25 feet). The homes will also have setbacks. The retention pond will not be moved. To answer the question about the one or two-story homes, Mr. Henin said that it will be a mix. The smaller lots will have one story. There will be various facades and styles, stones and variations of materials. For the definition of historic trees, they are protected at 40 inches or larger. They are found mainly along Jackson Road, and there are eleven trees that are considered to be healthy heritage trees. Four of the trees are falling apart and are sick.

Regarding the traffic, Mr. Henin stated that traffic is everywhere, and that they cannot control the speeding. Chairman Sennett asked what the speed limit was on Jackson. Mr. Henin replied 25 mph, and that the development will not change anything related to Jackson Rd. Regarding the question of schools, Mr. Henin said that they will have to get their school concurrency and that there is no deficiency as of right now. The school concurrency is done several times, and if there is a lack of space, they will have to financially participate to compensate.

Chairman Sennett asked about whether or not there was an emergency entrance or exit. Dan Miller replied that in the City's Comprehensive Plan, if you have more than 99 units, you have to have emergency access. In this case, because the number of houses is getting up there, the entrance on Radio Road is not going to be a typical entrance. It will be a Boulevard style entrance in which the lanes will be wide enough to allow emergency equipment to go through.

Gary Beverly, with Civil Design Solutions, addressed the question regarding the retention pond. The retention pond is not yet fully designed, it is only a concept at this point. The final design will go to

DEP, SJRWM, and the City of Leesburg. The pond is sized property for the amount of development that is there. More than likely, with this type of development, they will not be digging down into the ground, it will instead be buried up so they will be able to capture that water. Dan Miller stated that in the City of Leesburg, the retention pond is a 4:1 slope, meaning that if you go out four feet, you can only go down one foot. It is very shallow, which is one of the reasons why these ponds have to be so large.

Commissioner Carter asked what the price range of the homes will be. Jerome Henin replied that it is hard to say right now, but in the area, you have Liberty Preserve in which homes are approximately \$380,000. In 2024-25, the homes for this development could be between \$400 and \$500K.

Commissioner Marshall mentioned a typo on page 32, in Lake County Public Works letter to the City, which states under Radio Road, "Access to the development off Radio Road will require both left and right turn lanes on CR 48." The CR 48 is incorrect.

Commissioner Carter stated that there are a lot of things that are going to change about the road in this area. She feels that there is a lot of misplaced anger with the Planning Commission, but it is not their job to improve the roads. Commissioner Carter suggested a speed table along Jackson Road. She also stated that the developer has not addressed what they are going to do about the wildlife. Dan Miller said that there are requirements for a wildlife plan that looks at what is out there. The plan would have to be followed per the PUD requirements.

Commissioner O'Kelley clarified that it would be 2.8 units per acre.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 60 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023) (Silver Lake Woods LSCP) (Silver Lake Woods PUD)**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as

conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for the third case under new business be brought forward.

ANNOUNCEMENTS

The next scheduled meeting date is June 22, 2023.

The meeting adjourned at 6:06pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: August 14, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 60.27 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development for a property generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development.

Analysis:

The project site is approximately 60.27 +/- acres, and is generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for residential development. The existing land uses surrounding the property are residential, timber, pasture, and agricultural. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 18, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 60.27 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE WOODS PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Jerome Henin, Traderscove Corporation LLP, Petitioner, for Oetjen Family, Ltd, Owner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of August 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

SILVER LAKE WOODS
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
May 18, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Traders Cove Corporation, P.O. Box 940, Winter Park, Florida 32970 as "Permittee" (Jerome Henin, P.O. Box 940 Winter Park, Florida, 32790 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 60.27 acres containing a maximum of 85 single family units on a site generally located west of Radio Road, north of Jackson Road and east and west of Park Lane, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Traders Cove Corporation, P.O. Box 940, Winter Park, Florida 32970 as "Permittee" (Jerome Henin, P.O. Box 940 Winter Park, Florida, 32790 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 60.27 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Attached single family units, duplex and triplex units
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

The property shall be developed under the following standards

- A. The project shall contain a maximum of 85 detached single-family residential units at a gross density not to exceed 1.41 units per acre on the approximately 60.27-acre site.
- B. A mix of lot sizes is required as shown below. All lots shall be equal to or larger than the required minimums.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be:
 1. For 50-foot lots:
 - a. No more than 52 lots shall have a minimum lot width of fifty (50) feet.
 - b. Fifty (50) foot lots shall be located internal to the subdivision, and not adjacent to Radio Road or Jackson Road.
 - c. Minimum house size: 1,500 square feet under roof.
 - d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet space.

- e. Minimum lot size shall be 6,500 square feet.
- f. Minimum lot width 50 feet
- g. Minimum lot depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

2. For 60-foot lots:

- a. No less than 18 lots shall have a minimum lot width of sixty (60) feet.
- b. Sixty (60) foot lots shall be located adjacent to Radio Road on the east side of the property and also along the northern side of the property, as shown on the attached Site Plan Exhibit C.
- c. Minimum house size: 1,600 square feet under roof.
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet space.
- e. Minimum lot size shall be 7,800 square feet.
- f. Minimum width 60 feet
- g. Minimum depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

3. For 70-foot lots:

- a. No less than 15 lots shall have a minimum lot width of sixty (60) feet.
- b. Seventy (70) foot wide lots shall be located on the south side of the property, adjacent to Jackson Road, and also along the southwest boundary of the property as seen on the attached site plan Exhibit C.
- c. Minimum house size: 1,800 square feet under roof.
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet including closet space.
- e. Minimum lot size shall be 9,100 square feet.
- f. Minimum width 70 feet
- g. Minimum depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

4. For all structures:

- a. Each single family detached residential structure shall have a minimum two car garage.
- b. Each single family detached lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure to direct stormwater away from the foundation. All single family attached structures shall have gutters constructed on the primary structure to direct stormwater away from the foundation.
- c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- e. Maximum building height: two (2) stories or 35 feet.
- f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters

14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein (specifically models MG, MC and MH) are approved. Other models may be reviewed by the Planning & Zoning Division for compliance with the requirements herein. Review and approval for other models shall be in writing from the Planning & Zoning Division.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum average buffer of twenty-five (25) feet, with plantings as shown in Figure A below, shall be provided along the north, south and eastern boundary of the property. This landscape buffer shall be separate from all other platted lots,

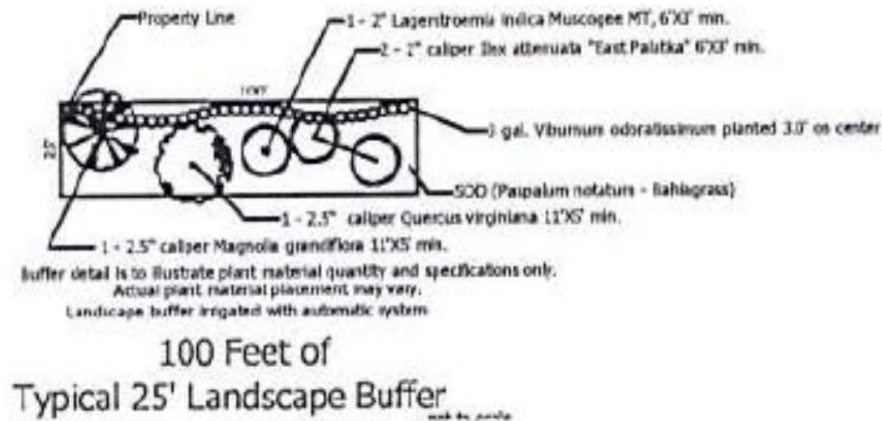
shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association. The minimum depth of this required buffer shall not be less than 20 feet at any given location, as long as the average for the buffer is no less than 25 feet.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the north, south and eastern boundary of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on Radio Road, as prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- B. The main access point on Radio Road shall be constructed as a “boulevard-type” roadway, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. If required, roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements

legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the

100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 17,000 square feet (0.39 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with, and completed no later than the receipt of Certificate of Occupancy of 50% of the approved maximum number of residential units.

- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. In the case of any conflict with the site plans attached hereto and this document, this document shall prevail as the determining requirement.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - 1. Projected Capacities
 - i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City

develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION (from Conceptual Site Plan)

PARCEL 1: (ALT KEY 1389186) – Per Lake County Property Appraiser

E 528 FT OF NE 1/4 OF SE 1/4--LESS FROM SW COR OF SEC 11-19-25 RUN N 0-37-47 E ALONG W LINE OF SEC A DIST OF 1350.34 FT, N 89-18-50 W 40 FT FOR POB, SAID POINT ALSO BEING ON N'LY R/W LINE OF JACKSON RD, CONT ALONG SAID N'LY R/W LINE N 89-18-50 W 177.72 FT, N 0-37-47 E 300.89 FT, S 89-18-50 E 177.72 FT TO W'LY R/W LINE OF RADIO RD, S 0-37-47 W ALONG SAID W'LY R/W LINE A DIST OF 300.89 FT TO POB & LESS E 40 FT FOR RD R/W & LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SAID SEC 10 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 A DIST OF 496.33 FT TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1686 PG 910 ORB 1689 PG 1580

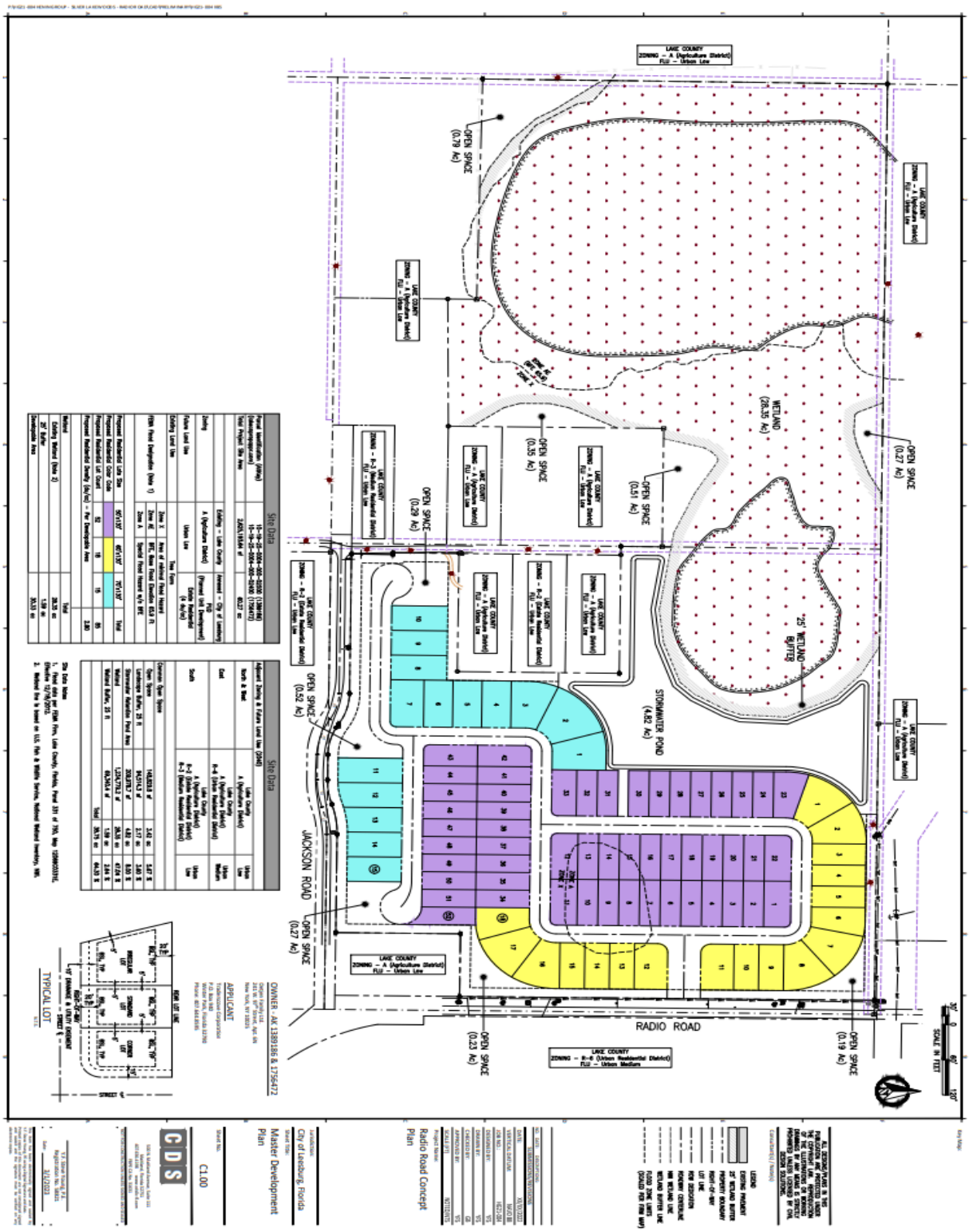
PARCEL 2: (ALT KEY 1756472) – Per Lake County Property Appraiser

FROM SE COR OF NW 1/4 OF SE 1/4 RUN N 670 FT, W 335 FT TO POB, RUN S 390 FT, W 360 FT, N 70 FT, W TO W LINE OF NW 1/4 OF SE 1/4, N TO NW COR OF NW 1/4 OF SE 1/4, E TO PT 435 FT W OF NE COR OF NW 1/4 OF SE 1/4, S 619.88 FT, E 100 FT, S TO POB, BEG SW COR OF NE 1/4 OF SE 1/4, RUN N 700 FT, E 25 FT, S 390.36 FT, E 335 FT, N 390.36 FT, E 150 FT, N 619.88 FT, E TO PT 528 FT W OF E LINE OF SEC, S TO S LINE OF NE 1/4 OF SE 1/4, W TO POB, BEG 700.12 FT N OF SE COR OF NW 1/4 OF SE 1/4, RUN E 510 FT, N 619.88 FT, W 945 FT, S 619.88 FT, E 100 FT, N 100 FT, E 335 FT, S TO POB--LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO, THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 496.33 FT TO THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEG OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1394 PG 2410 ORB 1663 PG 2158

CONTAINING 60.27 ACRES, MORE OR LESS.

(to be revised to meet PUD standards as needed)

CONCEPTUAL SITE PLAN



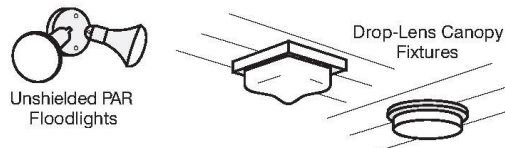
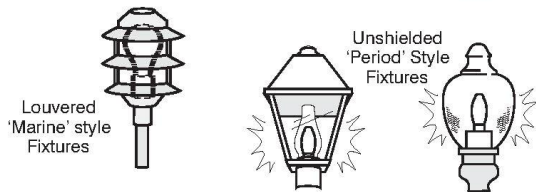
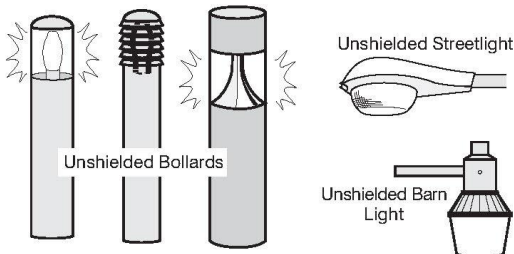
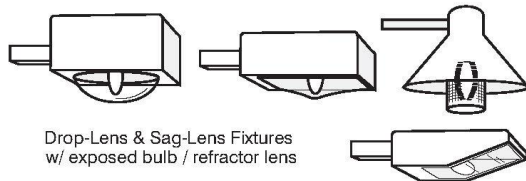
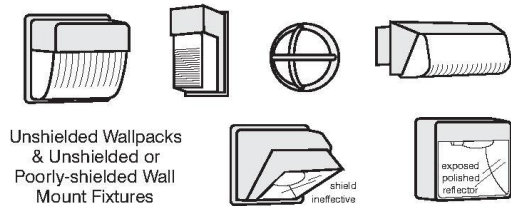
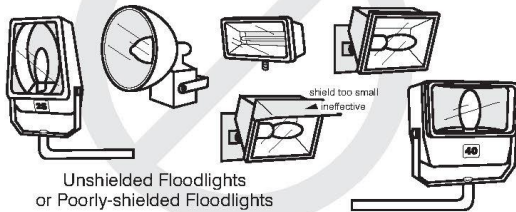




Examples of Acceptable / Unacceptable Lighting Fixtures

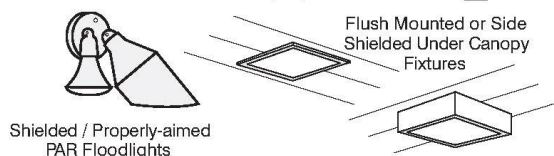
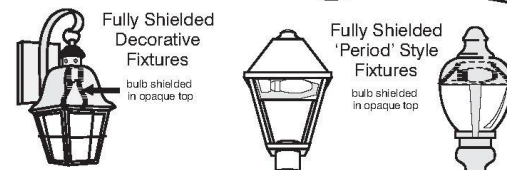
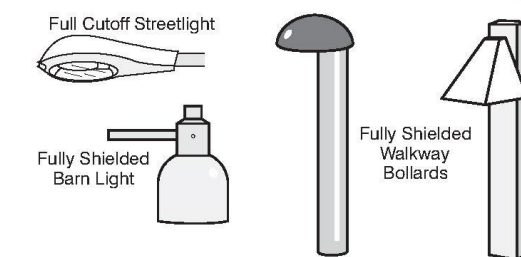
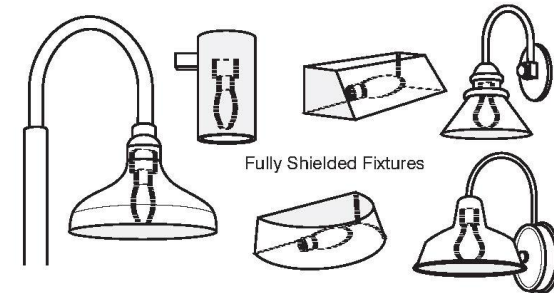
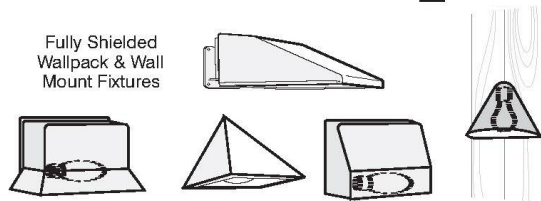
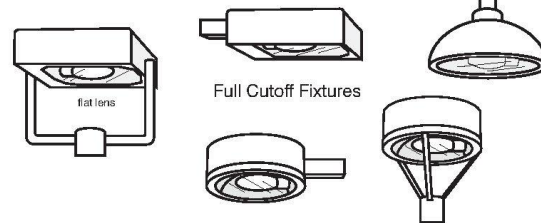
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Rezone to PUD for a single-family residential development
CASE NO.: PUD-23-129

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 16, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and a Rezoning to PUD (Planned Unit Development) to allow a single-family residential development.
CASE NO.: LSCP-23-126; PUD-23-129

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/11/2023.

FIRE

In reference to Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/16/2023

ELECTRIC

Leesburg Electric has not objections. Easements along Jackson Road for the existing facilities may be required. Steve Davis 4/27/2023

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/2/2023

GIS

GIS has no comments. Tammy Magamoll 5/2/2023

BUILDING

No comments received as of 5/11/2023.

PUBLIC WORKS

Public Works has no issue with this item. Cliff Kelsey 4/27/2023

ADDRESSING

No comments received as of 5/11/2023.

HOUSING & REDEVELOPMENT

No comments received as of 5/11/2023.

LAKE COUNTY PUBLIC WORKS

See attached comment letter. Seth Lynch 5/12/2023

LAKE COUNTY SCHOOLS

The Silver Lake Woods residential project is subject to school concurrency review prior to final site plan approval. Proportionate share mitigation may be required at time of submittal. Helen LaValley 5/4/2023

PUBLIC RESPONSES

Approval

No comments received as of 5/11/2023.

Disapproval

1 disapproval with 1 comment as of 5/11/2023.

No comment

No comments received as of 5/11/2023.

Notice of Appearance filed: No comments received as of 5/11/2023.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 5/11/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Heather Ryder – Moving here 2 years ago was a blessing! We love the peaceful environment filled with the sound of animals and the view of nature. Hearing about a development across the street raises many concerns. Specifically, the noise pollution, excessive traffic and a loss of a pleasing view and surrounding area. The trees create a peaceful place, and the joy of watching wildlife (birds, panthers, coyotes, armadillos, etc) that have been seen in their habitat across the street. Because other developments are in process or have been almost completed that are really close to this plot of ground, there is going to be a loss of wildlife habitat. Additionally, Jackson Road has traffic that cuts through to 441 and at times has been unsafe. A development next door will only increase this hazard. The addition of another development may increase revenue, but will negatively impact the lives of those living around the plot, especially since open ground continues to diminish. Finally, what evaluations have been done to consider the additional stress added to the already overwhelmed schools.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: LSCP (Large Scale Comprehensive Plan Amendment); PUD (Planned Unit Development)
CASE NO.: LSCP-23-126; PUD-23-129

GENERAL LOCATION: North of Jackson Road, east and west of Park Lane, west of Radio Road

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Estate Residential; Lake County Urban Low Density
East – Lake County Urban Low Density; Urban Medium Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – PUD (Planned Unit Development); Lake County A (Agriculture); Lake County R-(Rural Residential); Lake County R-2 (Estate Residential)
East – Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
West – City of Leesburg PUD (Planned Unit Development); Lake County HM (Heavy Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

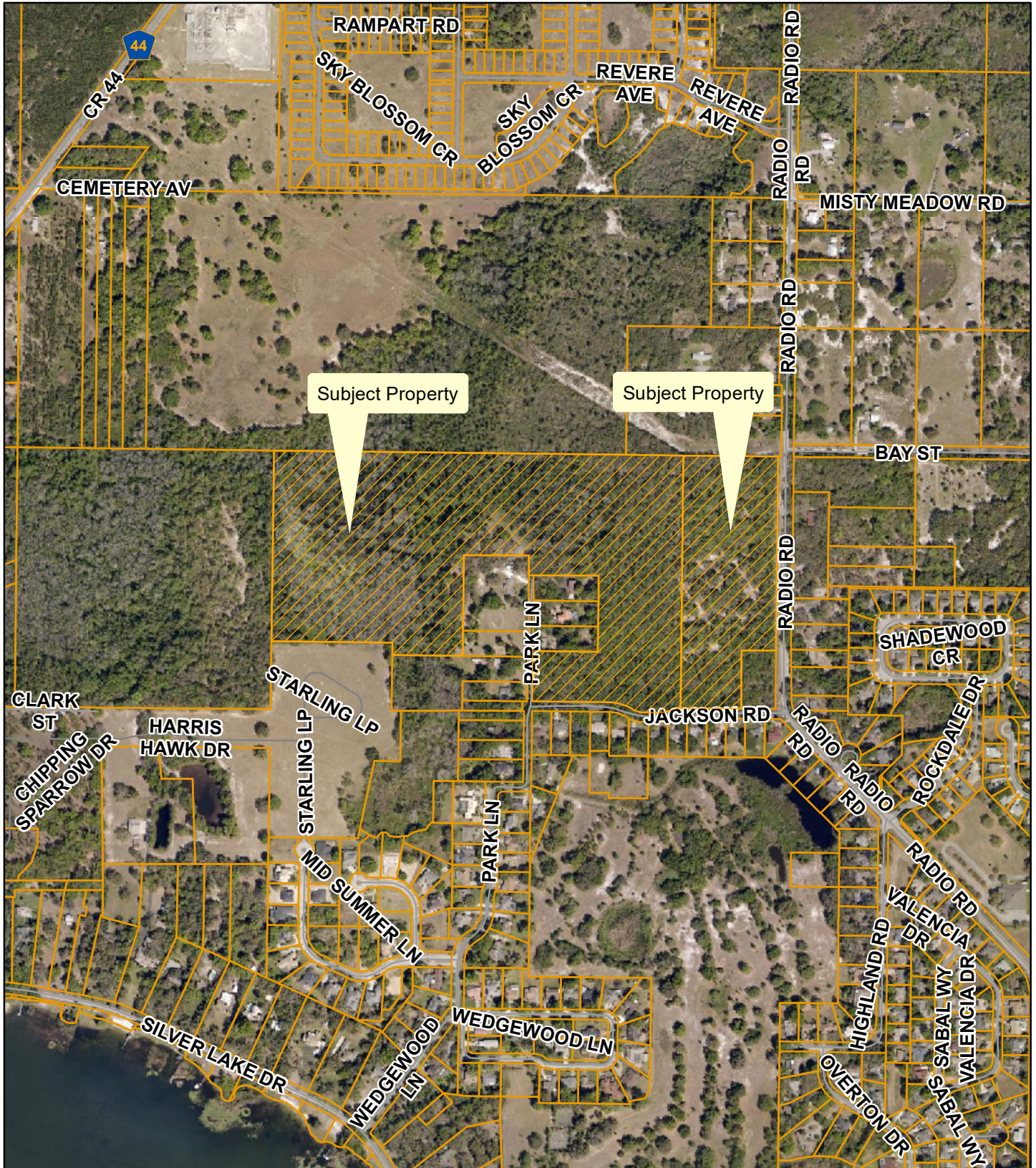
EXISTING LAND USE: Agricultural, undeveloped

SURROUNDING EXISTING LAND USE:

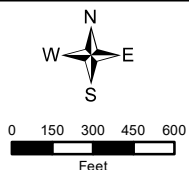
North – Pasture Improved; Residential
South – Non-Agricultural Acreage; Residential
East – Residential
West – Timber

PROPOSED LAND USE: Single family residential subdivision

Aerial

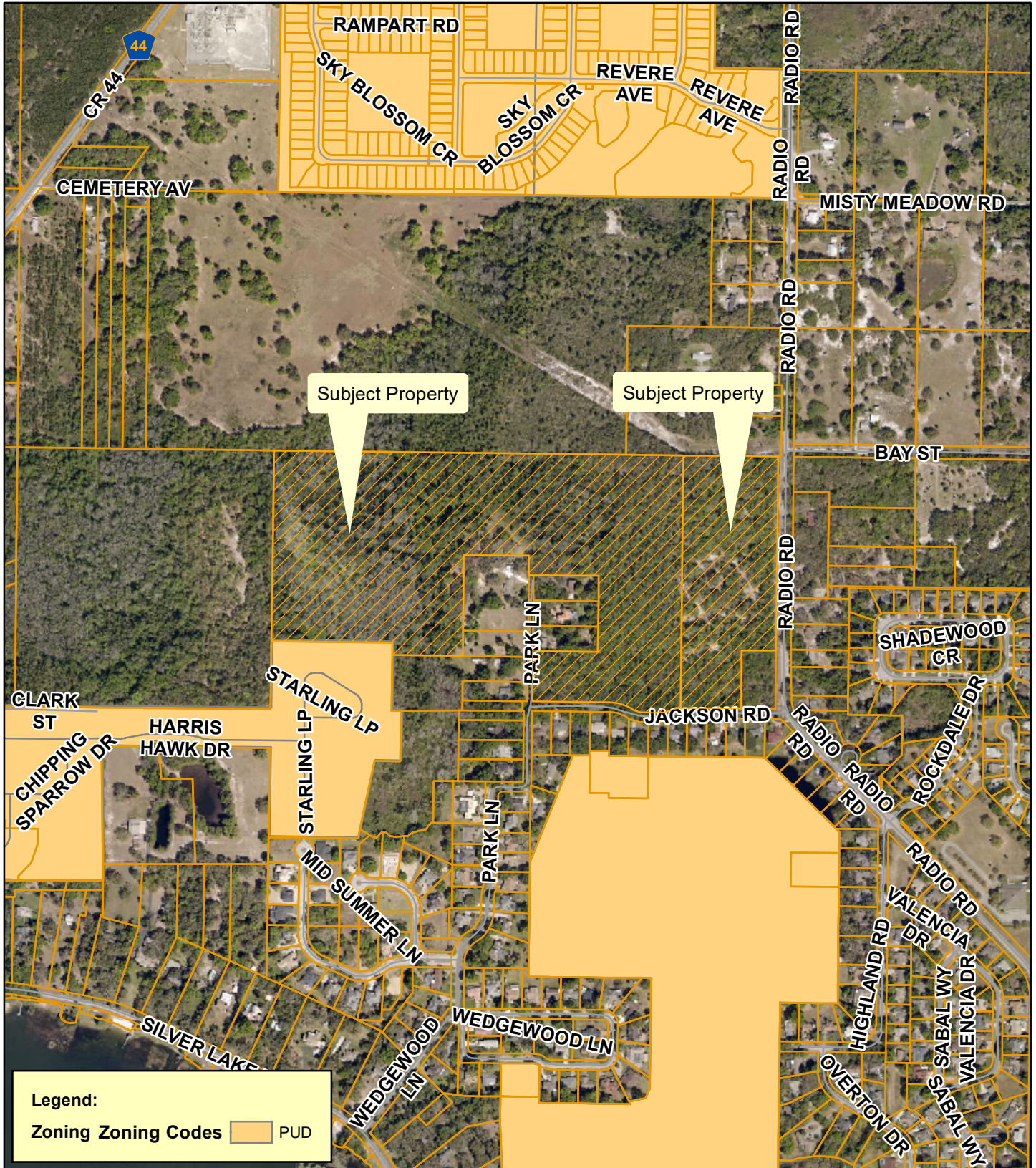


Planning
& Zoning
Division

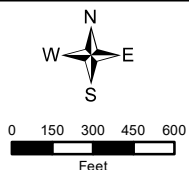


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Zoning

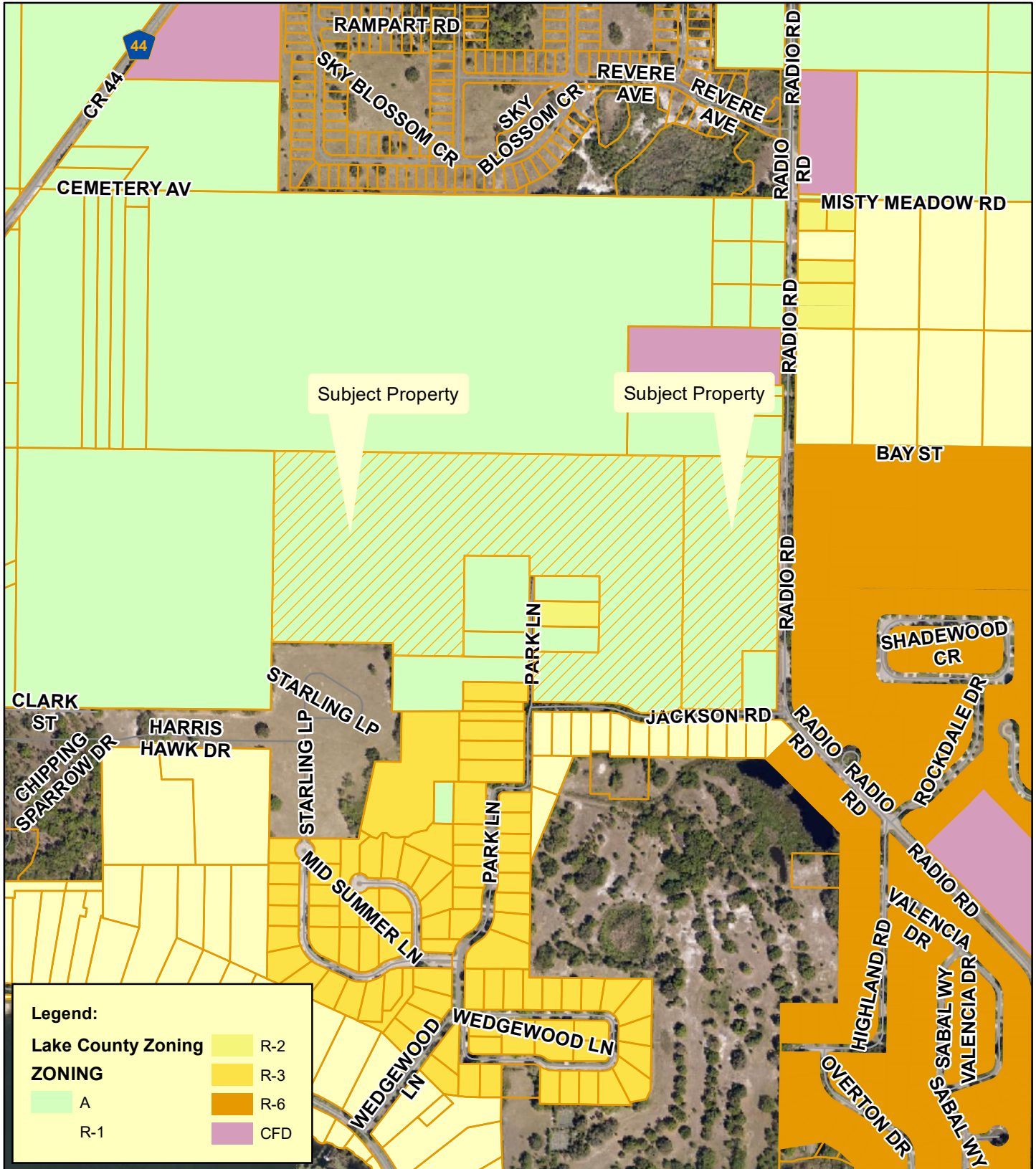


**Planning
& Zoning
Division**

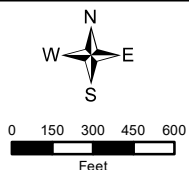


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Lake County Zoning

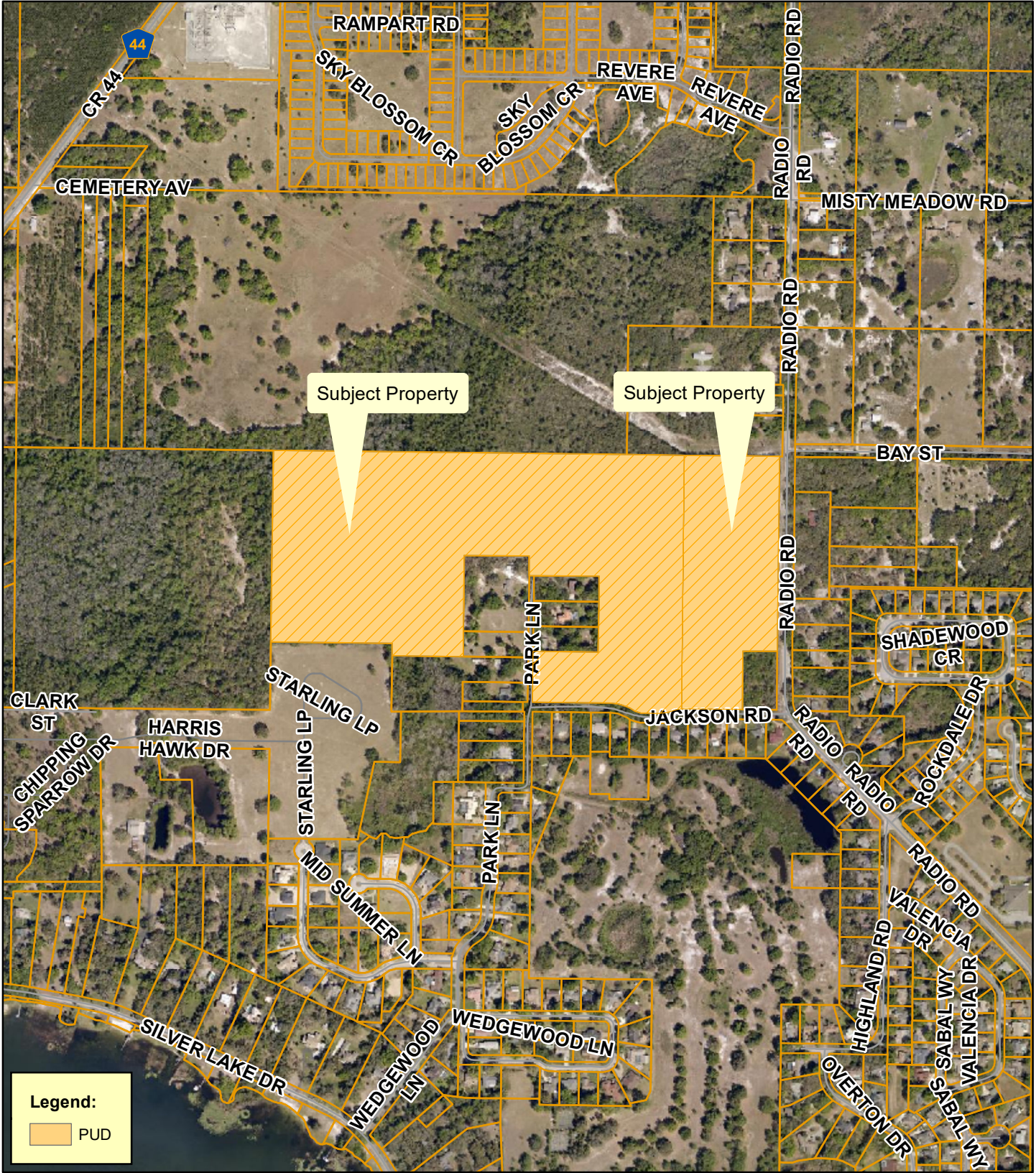


**Planning
& Zoning
Division**

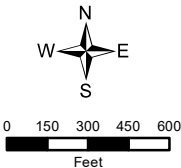


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Proposed Zoning



**Planning
& Zoning
Division**

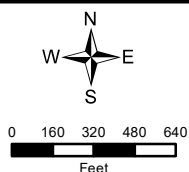


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Surrounding Land Use

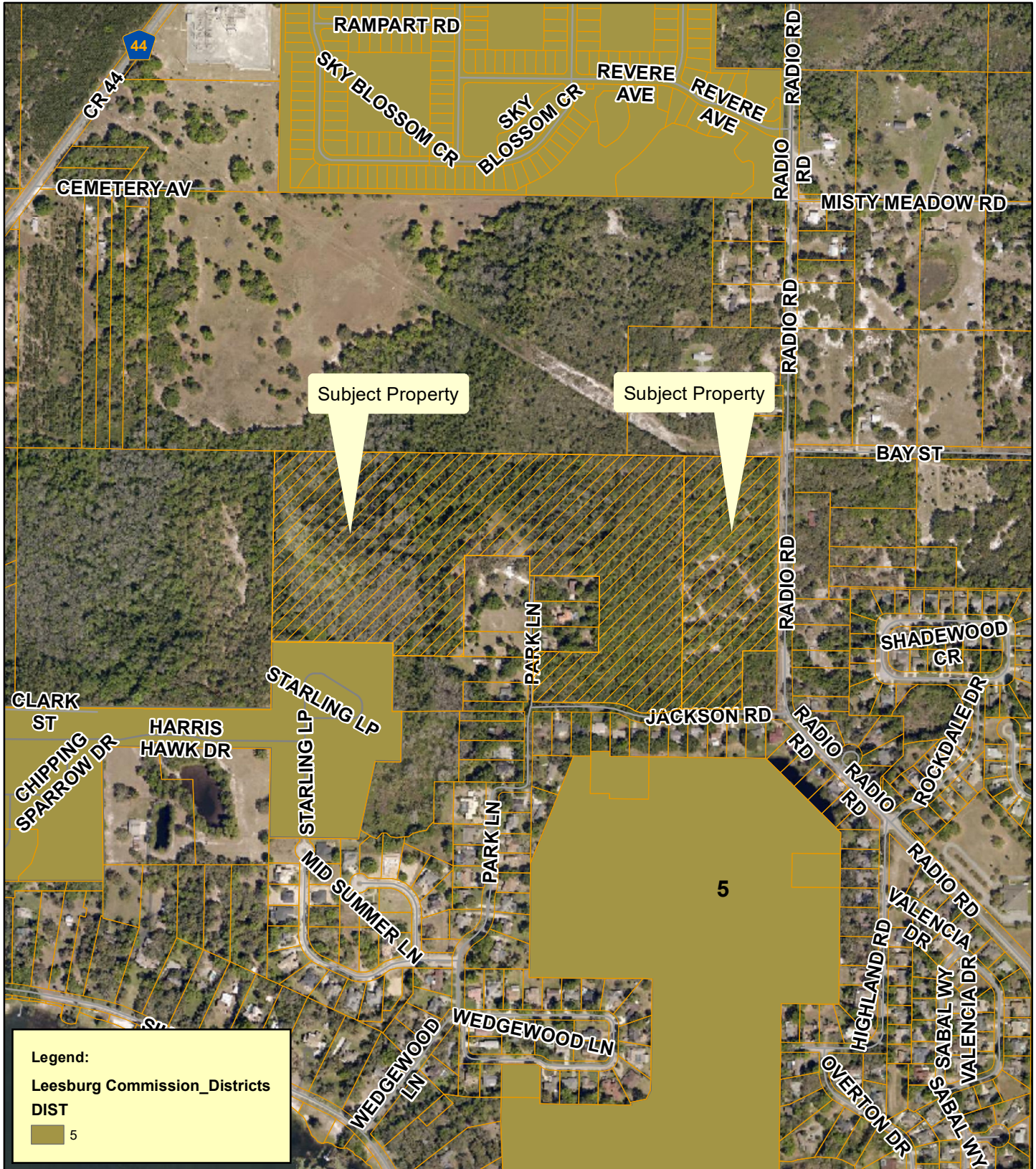


**Planning
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Division**

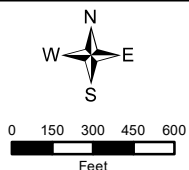


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Commission District



**Planning
& Zoning
Division**



Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023



Looking west into the property from Radio Road.



Looking north along Radio Road.



Looking south along Radio Road.



Looking east across Radio Road.



Looking east into the property from Park Lane.



Looking north along Park Lane.



Looking south along Park Lane.



Looking west across Park Lane.



Looking north into the property from Jackson Road.



Looking east along Jackson Road.



Looking south across Jackson Road.



Looking west along Jackson Road.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, MAY 18TH, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, May 18th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders
Rosalind Peebles-Johnson

The following Commission members were absent:

Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR APRIL 20, 2023.

Commissioner Ted Bowersox moved to APPROVE the minutes from the April 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion, which was PASSED by a vote of 7 to 0.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 60 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023)** (Silver Lake Woods LSCP)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #LSCP-23-126 – *Silver Lake Woods – Large Scale Comprehensive Plan Map Amendment* and case number #PUD-23-129 – *Silver Lake Woods – Planned Unit Development* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that this is a proposal for a single-family residential development on a site consisting of approximately 60+ acres, proposing units with a density of 1.41 units per acre.

Senior Planner Christine Rock presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County Public Works made the following comments about Radio Road: left and right turn lanes are required on Radio Road at development's proposed access, additional right-of-way may be required for Radio Road, sidewalk will need to be provided along road frontages, a traffic impact analysis and signal warrant analysis will need to be done, additional right-of-way will be required to accommodate the right and left turn lanes. And for Jackson Road and Park Lane, additional right-of-way may be required along frontages with sidewalks. Lake County School Board indicated that a concurrency review would be required. For Public responses, we received one written response for disapproval which mentioned noise pollution from traffic, the peaceful view, the wildlife, and schools.

Mr. Miller also highlighted some of the PUD stating that the overall project is approximately 60 acres, and 28 acres will be preserved as wetlands. The only permitted uses are single-family. There are three lot sizes in the PUD, with a total of 85 lots. The access point for the property is located on the south side and is required to be a boulevard type access with an 8-foot landscape medium, which will allow emergency access vehicles to maneuver. There is a 25-foot buffer around the exterior of the property on the north, east, and south. Each home is required to have a two-car garage. All lots smaller than

60-feet have to have gutters all around the house to direct water away. There is a requirement for a split rail fence on the north, east, and south boundary. There are recreational requirements of approximately 4-acres to include such uses as a children's playground, dog park, or gazebo. Otherwise, the standard PUD conditions are in effect, such as the design and architectural standards, landscape and buffer requirements, and the dark sky lighting.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Jerome Henin, Petitioner, showed a power point presentation, stating that 65% of the property is preserved. It is a residential neighborhood with 85 lots. The variety of lot sizes allows multiple styles of homes and floorplans. There is a long-term preservation of quality wetlands by the creation of new buffers. A full tree survey was done and trees will be preserved that will be an asset to future homeowners. They tried to do all of the studies beforehand to see what was going on with the property. The wetland area has been flagged, and a survey was completed and there were 9 turtles found on the site. There was also a Traffic Study that was done and he believes that this development has a Tier 1 Exemption. They are open to fencing as well as trees and shrubs along the buffers.

Armondo Famil, 9926 Jackson Road, questioned the notice for annexation. Dan Miller answered that the annexation only goes before City Commission, so there would be no notice sent out for that. A notice was sent out for this meeting for the Comprehensive Plan and Planned Unit Development, and mailed out to property owners within 200 feet from the subject property. Mr. Famil stated that he does not like the buffer, he does not want a wall in front of his house and he prefers trees. He also does not want more traffic, he wants the access changed to Radio Road.

Dennis Ennix, 34337 Park Lane, asked about the deed to obtain more right-of-way for sidewalks. Dan Miller answered that the requirement is coming out of Lake County, and will be on the developer's side of the road, not be on his side of the road. The Planned Unit Development will support whatever Lake County requires because the roads are legally controlled by them. Mr. Ennix also asked about the easement. Attorney Grant Watson answered that the easements run with the title of the property. Mr. Ennix inquired about the retention pond, asking how deep it is going to be as that is where he gets his drinking water. Mr. Ennix also mentioned the turning lanes and if there were going to be signs stating that there is no through traffic.

Pamela Farv, 34150 Park Lane, mentioned her concern for 90-degree curves. There has been an influx of people with small children and the traffic that comes through there goes very fast. Ms. Farv asked as to whether the development is going to be single-story homes or two-story homes. Is the emergency access off of Park and/or Jackson? Will there be dust control during construction? What is the diameter limitation of historic trees? And is there is a wildlife plan?

Ellen Healy, 9800 Jackson Road, stated that there are 3-4 housing developments within 2-3 miles of each other, and that she does not see a need for another one. She said this project is not needed. She asked if the main entrance is from Radio Road, and Mr. Miller answered yes. She stated that she does not want more people in the area.

Wanda Adams, 34511 Radio Road, stated that they are being bombarded with turkeys, deer, bears, and wild hogs. She is concerned about the safety of the kids in the area and the individuals. Will the wild life be preserved? Ms. Adams also stated that people are violating the speed limit, and that no one drives the 40mph. She asked, what if there was an emergency? How would the residents get out? How would an ambulance get in?

Dan Seymour, 34216 Silver Court Drive, stated that the area that is being developed now was supposed to be a nature preserve. There are two developments already, and now there is going to be a third. Mr. Seymour inquired about Treadway Elementary School, asking how many kids will it be able to accommodate? He also mentioned bringing the extra homes in the area, and why is everything heading in their direction? He questioned the research and foresight that was done. He asked the commission to please reconsider and forego this project.

Commissioner Marshall asked Mr. Seymour if he had any paperwork regarding the nature preserve. Mr. Seymour said that he only heard it was willed to Lake County as a nature preserve and was never supposed to be developed. Mr. Seymour said that if anyone has the access to research this, the Planning Commission certainly should be able to. Dennis Ennix stated that the county was offered the property by the owners, but they did not do anything.

Jerome Henin answered the questions that were brought up. He stated that the access will be on Radio Road, and there will be buffers with trees and sidewalks (25 feet). The homes will also have setbacks. The retention pond will not be moved. To answer the question about the one or two-story homes, Mr. Henin said that it will be a mix. The smaller lots will have one story. There will be various facades and styles, stones and variations of materials. For the definition of historic trees, they are protected at 40 inches or larger. They are found mainly along Jackson Road, and there are eleven trees that are considered to be healthy heritage trees. Four of the trees are falling apart and are sick.

Regarding the traffic, Mr. Henin stated that traffic is everywhere, and that they cannot control the speeding. Chairman Sennett asked what the speed limit was on Jackson. Mr. Henin replied 25 mph, and that the development will not change anything related to Jackson Rd. Regarding the question of schools, Mr. Henin said that they will have to get their school concurrency and that there is no deficiency as of right now. The school concurrency is done several times, and if there is a lack of space, they will have to financially participate to compensate.

Chairman Sennett asked about whether or not there was an emergency entrance or exit. Dan Miller replied that in the City's Comprehensive Plan, if you have more than 99 units, you have to have emergency access. In this case, because the number of houses is getting up there, the entrance on Radio Road is not going to be a typical entrance. It will be a Boulevard style entrance in which the lanes will be wide enough to allow emergency equipment to go through.

Gary Beverly, with Civil Design Solutions, addressed the question regarding the retention pond. The retention pond is not yet fully designed, it is only a concept at this point. The final design will go to

DEP, SJRWM, and the City of Leesburg. The pond is sized properly for the amount of development that is there. More than likely, with this type of development, they will not be digging down into the ground, it will instead be buried up so they will be able to capture that water. Dan Miller stated that in the City of Leesburg, the retention pond is a 4:1 slope, meaning that if you go out four feet, you can only go down one foot. It is very shallow, which is one of the reasons why these ponds have to be so large.

Commissioner Carter asked what the price range of the homes will be. Jerome Henin replied that it is hard to say right now, but in the area, you have Liberty Preserve in which homes are approximately \$380,000. In 2024-25, the homes for this development could be between \$400 and \$500K.

Commissioner Marshall mentioned a typo on page 32, in Lake County Public Works letter to the City, which states under Radio Road, "Access to the development off Radio Road will require both left and right turn lanes on CR 48." The CR 48 is incorrect.

Commissioner Carter stated that there are a lot of things that are going to change about the road in this area. She feels that there is a lot of misplaced anger with the Planning Commission, but it is not their job to improve the roads. Commissioner Carter suggested a speed table along Jackson Road. She also stated that the developer has not addressed what they are going to do about the wildlife. Dan Miller said that there are requirements for a wildlife plan that looks at what is out there. The plan would have to be followed per the PUD requirements.

Commissioner O'Kelley clarified that it would be 2.8 units per acre.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 60 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023) (Silver Lake Woods LSCP) (Silver Lake Woods PUD)**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as

conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for the third case under new business be brought forward.

ANNOUNCEMENTS

The next scheduled meeting date is June 22, 2023.

The meeting adjourned at 6:06pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: August 14, 2023

From: Max Vanallen, (Senior Planner), Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.4 +/- acres from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial, for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.4 +/- acres from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial.

Analysis:

The project site is approximately 0.4 acres. The property is generally located south of West Main Street and north of Butler Street. Currently, the property is undeveloped acreage. The proposed use is for light commercial development.

The surrounding Future Land Use Map designations City of Leesburg General Commercial, Low Density Residential, and Transitional are compatible with the proposed future land use designation of City General Commercial. The proposed zoning designation of City C-1 (Neighborhood Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

During the review process for a proposed lot split, staff found that the boundaries for the zoning and the future land use on this property were not consistent with the actual property boundaries, thus making the property more difficult to develop. This action will correct the future land use lines to be consistent with the property boundary lines, thereby making the parcel more economically feasible for appropriate development.

The Planning Commission held a public hearing on the application on June 22, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.4 +/- ACRES FROM CITY OF LEESBURG GENERAL COMMERCIAL AND LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND NORTH OF BUTLER STREET, LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAIN-BUTLER PROPERTIES SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 0.4 acres of land generally located south of West Main Street and north of Butler Street from City of Leesburg General Commercial and Low Density Residential to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 27, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of August 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Main-Butler Properties – South of W Main Street and north of Butler Street
SSCP-23-242, RZ-23-243
AK#: 1796342 (existing 1 parcel)
Legal Description taken from submitted surveys
Friday, June 23, 2023

Legal Description:

Existing one (1) Parcel:

LOT 11 LESS THE EAST 13.96 FEET AND LOTS 9 AND 12, BLOCK
C, SUNSET TERRACE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 11, PAGE 94, OF THE PUBLIC
RECORDS OF LAKE COUNTY,

(Provided by Applicant on Survey)

Lot 1 (to be Rezoned and Amended on the Comprehensive Plan)

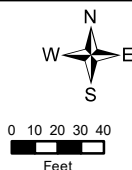
LOT 9, LOT 11 LESS THE EAST 13.96 FEET AND THE SOUTH
105.00 FEET, AND LOT 12 LESS THE SOUTH 105.00 FEET, BLOCK
C, SUNSET TERRACE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 11, PAGE 94, OF THE PUBLIC
RECORDS OF LAKE COUNTY, FL.

(Provided by Applicant on Survey)

Aerial



**Planning
& Zoning
Division**

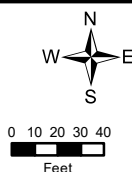


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Lot to Be Amended and Rezoned

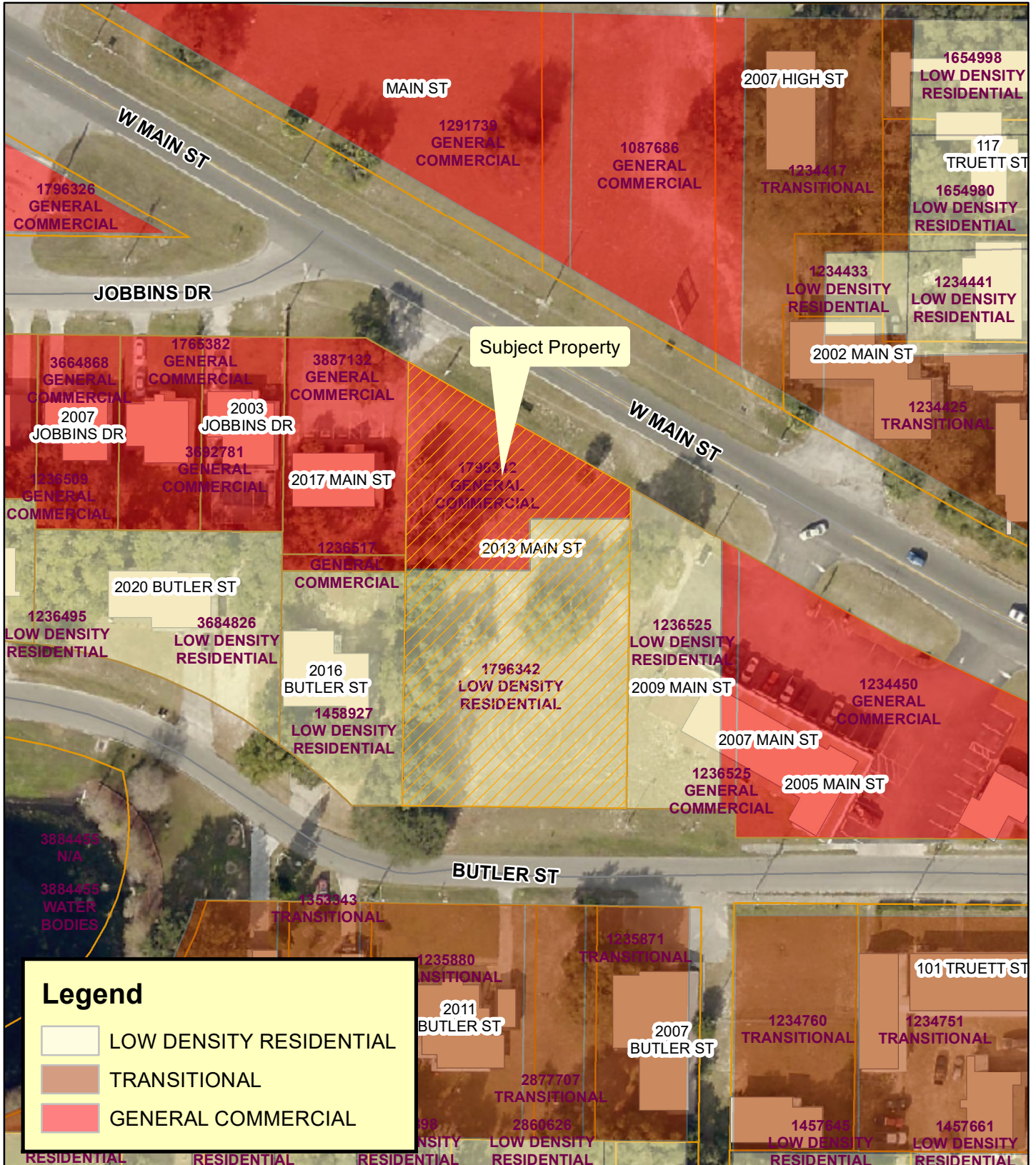


**Planning
& Zoning
Division**

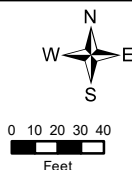


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
June 5, 2023

Future Land Use



**Planning
& Zoning
Division**

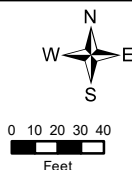


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Area to be Amended



**Planning
& Zoning
Division**

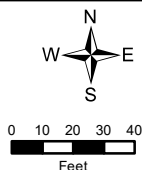


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SSCP-23-242; RZ-23-243: MNSB-23-244
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Section 27, Township 19 South, Range 24 East
June 5, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

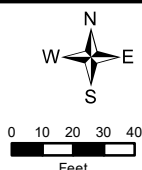


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 24, 2023

Proposed Zoning



**Planning
& Zoning
Division**

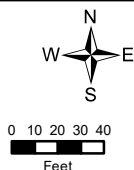


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 24, 2023

Area to be Rezoned

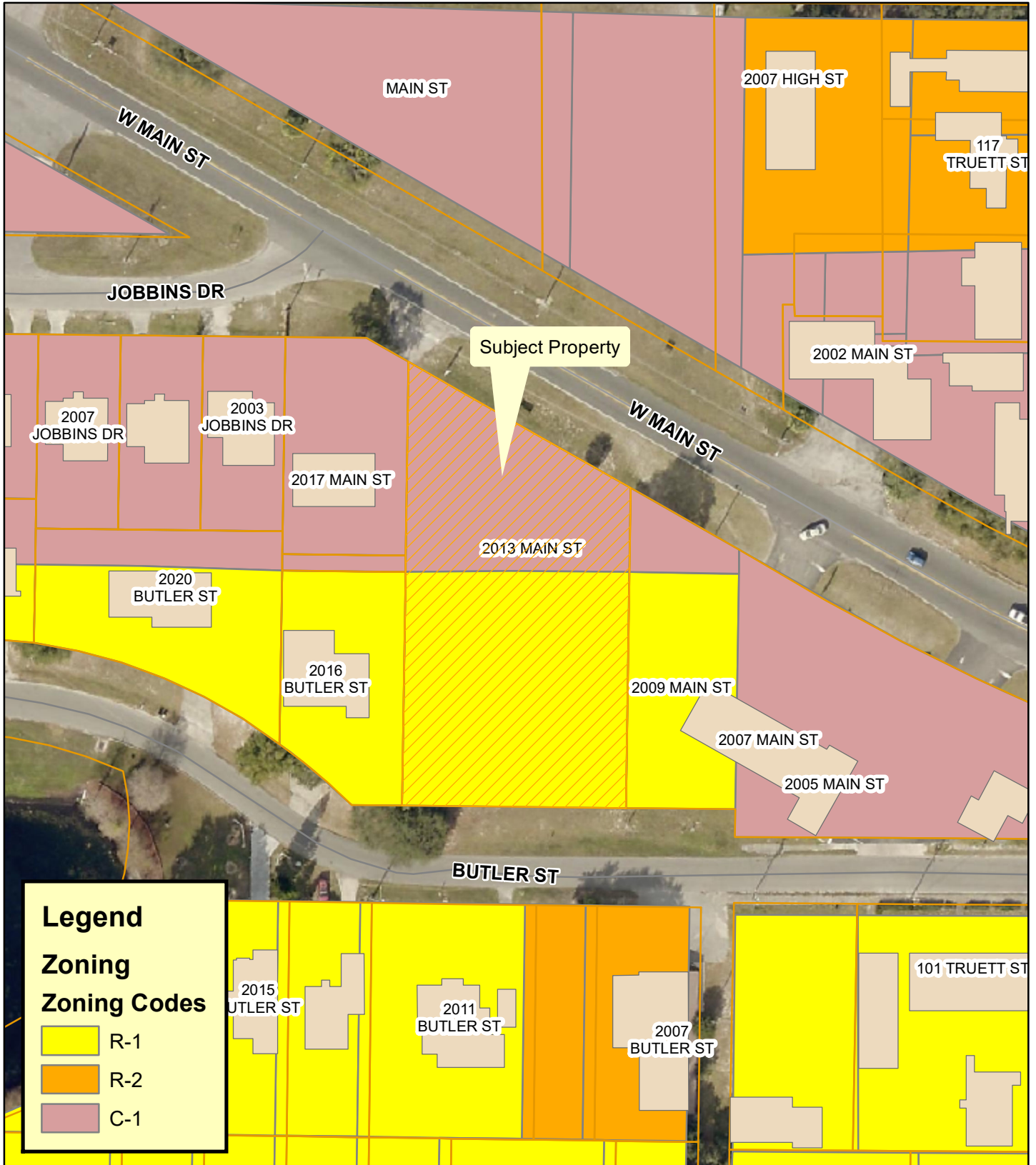


**Planning
& Zoning
Division**

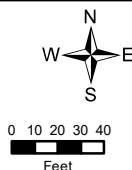


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
June 5, 2023

Zoning

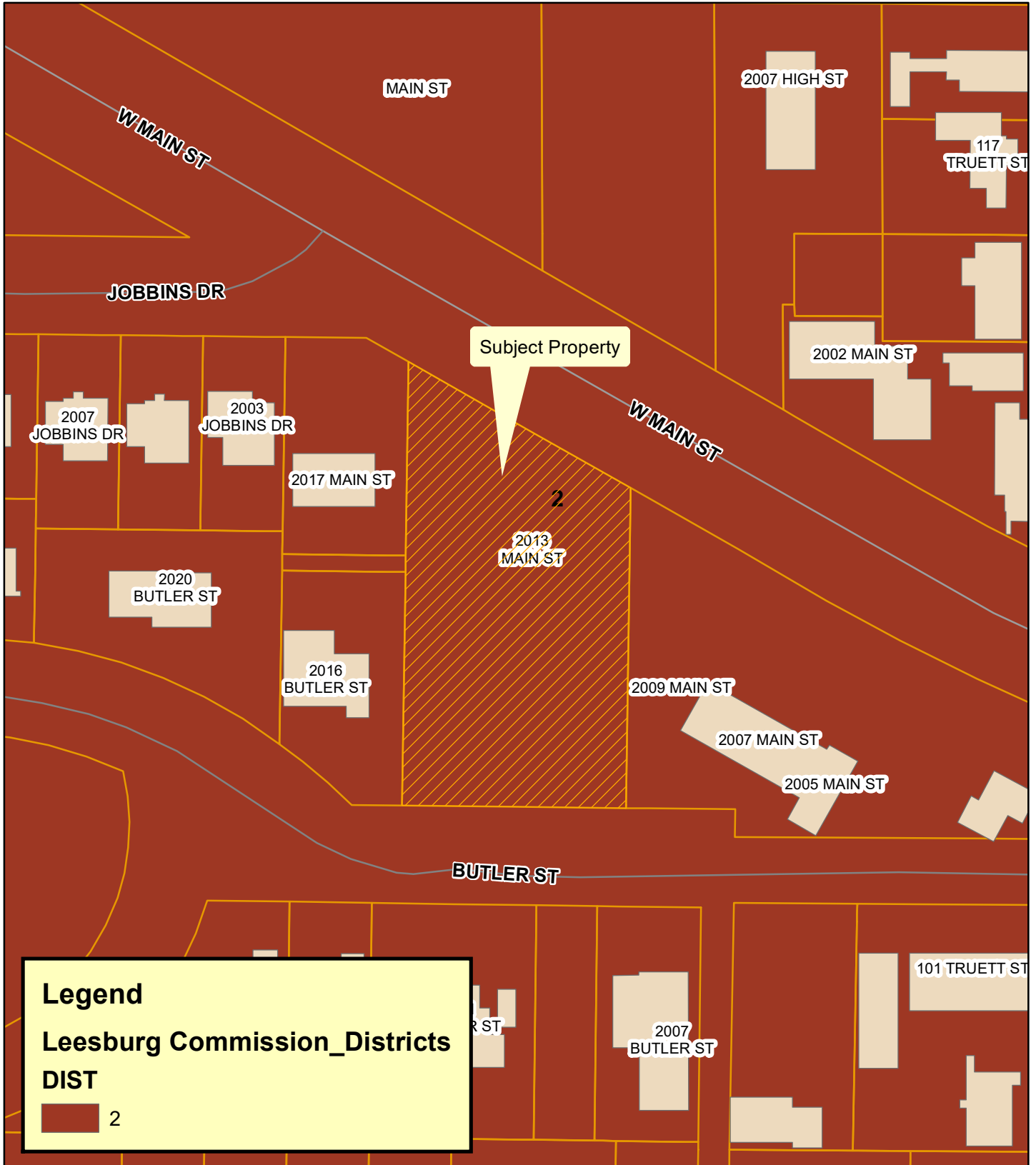


**Planning
& Zoning
Division**

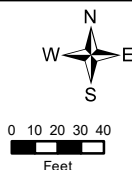


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Commission District



**Planning
& Zoning
Division**



Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: August 14, 2023

From: Max Vanallen, (Senior Planner), Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.4 +/- acres from City of Leesburg C-1 (Neighborhood Commercial) and R-1 (Low Density Residential) to City of Leesburg C-1 (Neighborhood Commercial), for a property generally located south of West Main Street and north of Butler Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Main-Butler Properties RZ)

Staff Recommendation:

Planning & Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg C-1 (Neighborhood Commercial) and R-1 (Low Density Residential) to City of Leesburg C-1 (Neighborhood Commercial) to allow for light commercial development.

Analysis:

The project site is approximately 0.4 +/- acres, and generally located south of West Main Street and north of Butler Street, as shown on the attached maps. At this time, the property is vacant and undeveloped acreage. The proposal will allow for light commercial development. The existing land uses surrounding the property are vacant commercial, vacant residential, office, commercial, and residential. City of Leesburg utilities are available nearby.

During the review process for a proposed lot split, staff found that the boundaries for the zoning and the future land use on this property were not consistent with the actual property boundaries, thus making the property more difficult to develop. This action will correct the zoning lines to be consistent with the property boundary lines, thereby making the parcel more economically feasible for appropriate development.

The Planning Commission held a public hearing on the application on June 22, 2023 and recommended approval.

Procurement Analysis:

1. Approve the proposed rezoning from C-1 (Neighborhood Commercial) and R-1 (Low Density Residential) to C-1 (Neighborhood Commercial);or

2. Other such action as the Commission may deem appropriate.

Options:

N/A

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.4 +/- ACRES FROM CITY OF LEESBURG C-1 (NEIGHBORHOOD COMMERCIAL) AND R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG C-1 (NEIGHBORHOOD COMMERCIAL), FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND NORTH OF BUTLER STREET, LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAIN-BUTLER PROPERTIES RZ)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Shawn Symphorien. (Owner, Petitioner) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg C-1 (Neighborhood Commercial)) and R-1 (Low Density Residential) to City of Leesburg C-1 (Neighborhood Commercial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of August 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Main-Butler Properties – South of W Main Street and north of Butler Street
SSCP-23-242, RZ-23-243
AK#: 1796342 (existing 1 parcel)
Legal Description taken from submitted surveys
Friday, June 23, 2023

Legal Description:

Existing one (1) Parcel:

LOT 11 LESS THE EAST 13.96 FEET AND LOTS 9 AND 12, BLOCK
C, SUNSET TERRACE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 11, PAGE 94, OF THE PUBLIC
RECORDS OF LAKE COUNTY,

(Provided by Applicant on Survey)

Lot 1 (to be Rezoned and Amended on the Comprehensive Plan)

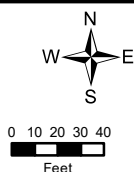
LOT 9, LOT 11 LESS THE EAST 13.96 FEET AND THE SOUTH
105.00 FEET, AND LOT 12 LESS THE SOUTH 105.00 FEET, BLOCK
C, SUNSET TERRACE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 11, PAGE 94, OF THE PUBLIC
RECORDS OF LAKE COUNTY, FL.

(Provided by Applicant on Survey)

Aerial



Planning & Zoning Division

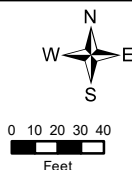


Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Lot to Be Amended and Rezoned

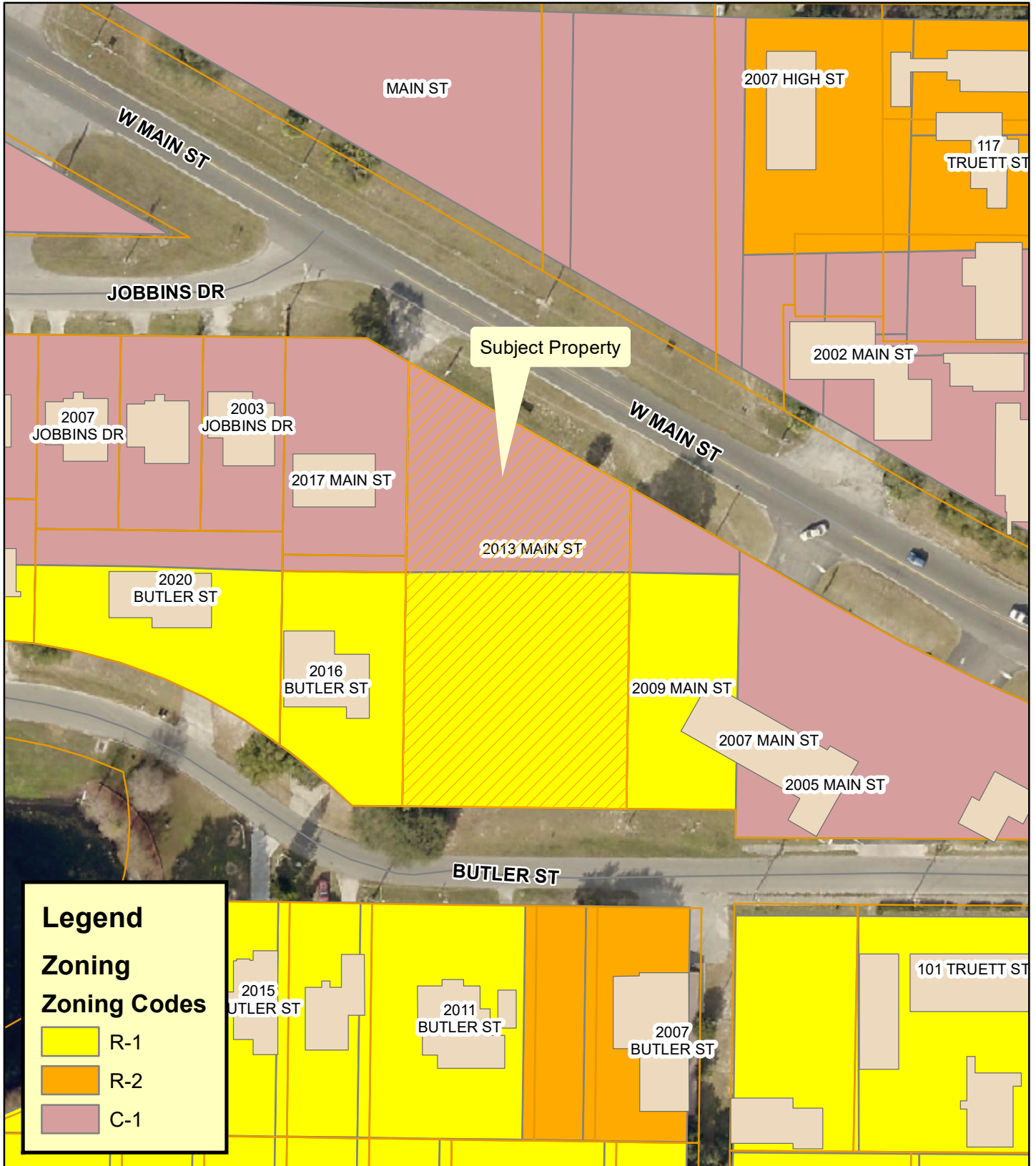


**Planning
& Zoning
Division**

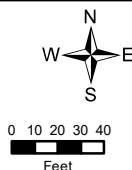


Main-Butler Properties
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AK #: 1796342
Section 27, Township 19 South, Range 24 East
June 5, 2023

Zoning



**Planning
& Zoning
Division**

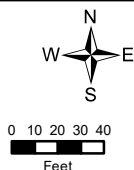


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XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Area to be Rezoned



**Planning
& Zoning
Division**

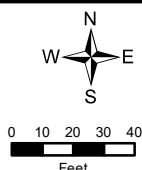


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SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
June 5, 2023

Proposed Zoning

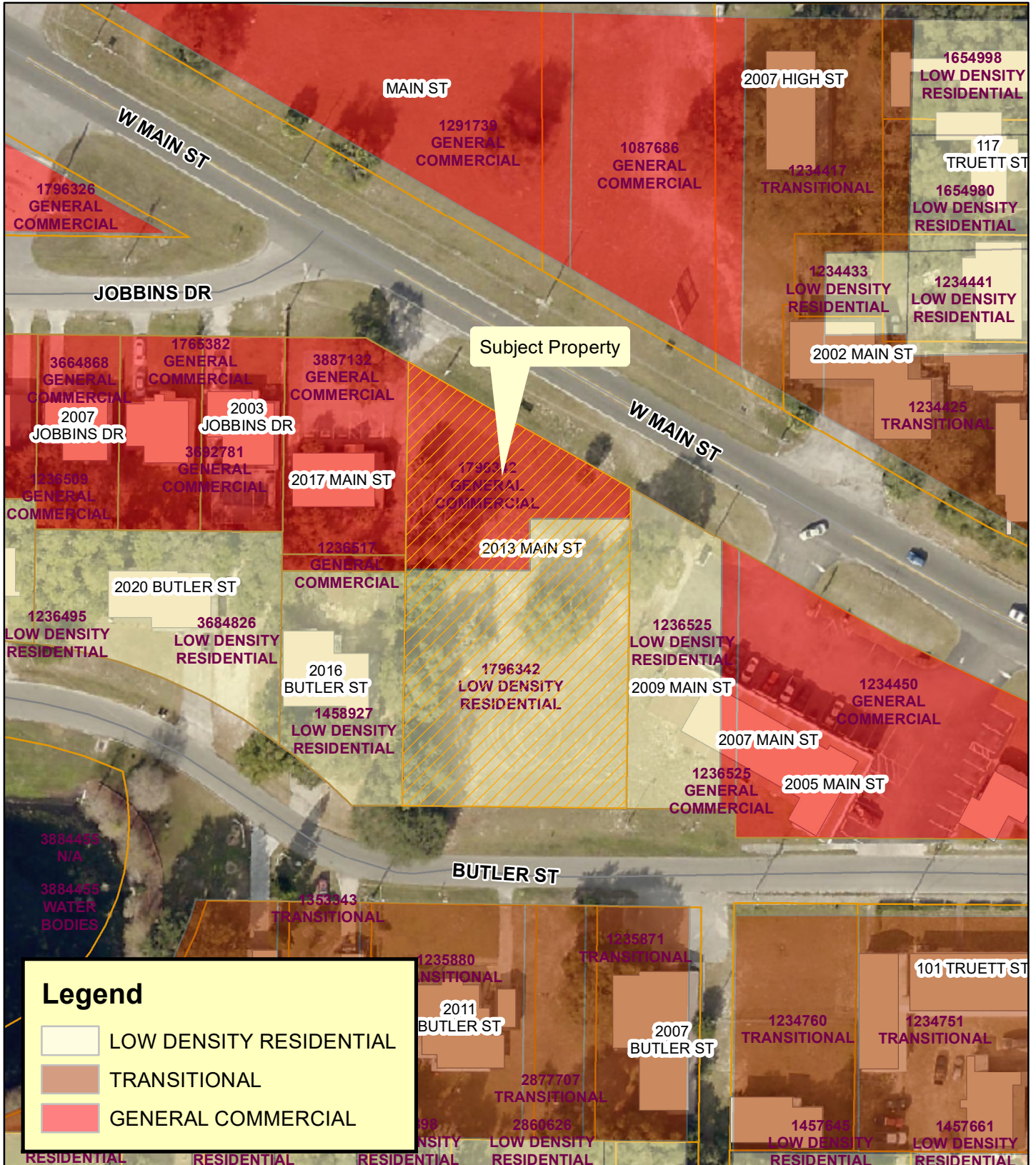


**Planning
& Zoning
Division**

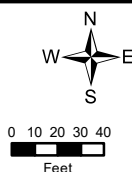


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XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 24, 2023

Future Land Use



**Planning
& Zoning
Division**

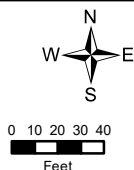


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AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Area to be Amended



**Planning
& Zoning
Division**

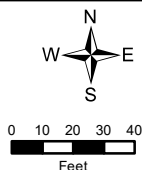


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XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
June 5, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

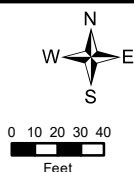


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XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 24, 2023

Surrounding Uses



Planning & Zoning Division

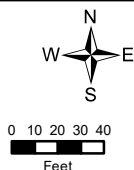


Main-Butler Properties
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XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

Flood Zone and Wetlands



**Planning
& Zoning
Division**



Main-Butler Properties
SSCP-23-242; RZ-23-243: MNSB-23-244
XXX Butler Street, Leesburg, FL 34748
AK #: 1796342
Section 27, Township 19 South, Range 24 East
May 15, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 14, 2023

From: Joseph Mera, (Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, Consenting to the Inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the Provision of Ambulance and Emergency Medical Services, as Adopting by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The Board of County Commissioners for Lake County enacted an ordinance creating a municipal service taxing unit (the “MSTU”) to fund the provision of ambulance and emergency medical services within the MSTU. On July 25, 2009, the City passed Ordinance No. 00-29 which included the City within the MSTU. The current term expires on September 30, 2023, and it’s appropriate to extend the City’s participation in the MSTU for an additional year.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTING BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Lake County determined that the best mechanism to secure the necessary funding to provide ambulance service was to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Leesburg within the boundaries of the Lake County Municipal Taxing Unity for Ambulance and Emergency Medical Services (the "MSTU"), subject to the adoption of an approving ordinance by the City Commission of the City of Leesburg; and

WHEREAS, the City Commission of the City of Leesburg, Florida, previously agreed by Ordinance No. 00 - 29, and subsequent ordinances extending the approval, to be included in the MSTU, which has been mutually beneficial; and

WHEREAS, the City once again wishes to extend its inclusion within the MSTU for an additional one (1) year term upon expiration of the current term on September 30, 2023.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I. The City Commission of the City of Leesburg hereby consents to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

SECTION II. The date on which Ordinance No. 00-29 expires is hereby amended to September 30,

2024.

SECTION III. All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV. If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V. This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: August 14, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), for a property generally located east of Executive Boulevard and south of State Road 44, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Good News Church Public / Private Partnership SPUD)

Staff Recommendation:

Planning & Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for public-private partnerships, including police canine training and including additional property.

Analysis:

The project site is approximately 11 +/- acres, and is generally located east of Executive Boulevard and south of State Road 44, as shown on the attached maps. At this time, the property is worship center and undeveloped acreage. The proposal will allow for a continued worship center use, with additional facilities, and a police canine training use on the undeveloped acreage. The existing land uses surrounding the property are agricultural, industrial, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 20, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 11 +/- ACRES FROM CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-3 (HIGH DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF EXECUTIVE BOULEVARD AND SOUTH OF STATE ROAD 44, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (GOOD NEWS CHURCH PUBLIC / PRIVATE PARTNERSHIP SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Michael Rankin, LPG Urban & Regional Planners, LLC., Agent, on behalf of Good News Church of Central Florida, Inc., Owner, petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Good News Church Public / Private Partnership – East of Executive Boulevard and south of State Road 44.
SPUD-23-314
AK#: 2908874, 2940760
Legal Description Provided by Applicant
Tuesday, June 27, 2023

LEGAL DESCRIPTION

Good News Church of Central Florida, Inc.

The North 6 acres of the following described property: From the northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida, run South $00^{\circ}20'10''$ West along the East line of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, 386 feet to the Point of Beginning; thence continue South $00^{\circ}20'10''$ West, 1134.28 feet, thence North $89^{\circ}39'50''$ West, 461.65 feet, thence North $00^{\circ}25'04''$ East, 1134.28 feet, thence South $89^{\circ}39'50''$ East, 460.03 feet to the Point of Beginning.

AND

The South 6 acres of the following described property: From the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida, run South $00^{\circ}20'10''$ West along the East line of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, 386 feet to the Point of Beginning; thence continue South $00^{\circ}20'10''$ West, 1134 feet; thence North $89^{\circ}39'50''$ West, 461.54 feet; thence North $00^{\circ}25'04''$ East, 1134.28 feet; thence South $89^{\circ}39'50''$ East, 460.03 feet to the Point of Beginning.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 20, 2023

OWNER: Good News Church of Central Florida, Inc

PETITIONER: Good News Church

PROJECT: Good News Church Public/Private Partnership

REQUEST: Amendment of Uses in existing SPUD Zoning

CASE NO.: SPUD-23-314

GENERAL LOCATION: The property is generally located east of Executive Boulevard and south of State Road 44.

FUTURE LAND USE DESIGNATION: Industrial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Industrial; Lake County Industrial
South – Lake County Regional Office, Rural
East – City of Leesburg Industrial, Conservation
West – City of Leesburg Industrial; Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: N/A.

EXISTING ZONING DESIGNATION: SPUD (Small Planned Unit Development) and R-3 (High Density Residential).

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg M-1 (Industrial), SPUD (Small Planned Unit Development), CIP (Commercial/Industrial Planned); Lake County LM (Light Industrial), R-6 (Urban Residential)
South – Lake County A (Agriculture)
East – City of Leesburg M-1 (Industrial); Lake County HM (Heavy Industrial)
West – City of Leesburg M-1 (Industrial); Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Worship center.

SURROUNDING LAND USE:

North – Light Manufacturing; Warehousing
South – Vacant Commercial
East – Vacant Industrial; Light Manufacturing; Service Shop
West – Light Manufacturing; Pasture Improved; Warehousing

PROPOSED LAND USE: Public-private partnership, including police dog training, and increasing the included property under the SPUD Zoning.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 20, 2023
OWNER: Good News Church of Central Florida, Inc
PETITIONER: Good News Church
PROJECT: Good News Church Public/Private Partnership
REQUEST: Amendment of Uses in existing SPUD Zoning; Public-private partnership, including police dog training, and increasing the included property under the SPUD Zoning.
CASE NO.: SPUD-23-314

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/14/2023.

FIRE

No comments received as of 7/14/2023.

ELECTRIC

Leesburg Electric has no objections. – Steve Davis, 6/29/2023.

GAS

No comments received as of 7/14/2023.

GIS

No comments received as of 7/14/2023.

BUILDING

No comments received as of 7/14/2023.

PUBLIC WORKS

Public Works has no issues with the proposed item. – Cliff Kelsey, 6/29/2023.

ADDRESSING

No comments received as of 7/14/2023.

HOUSING & REDEVELOPMENT

No comments received as of 7/14/2023.

LAKE COUNTY PUBLIC WORKS

No comments received as of 7/14/2023.

LAKE COUNTY SCHOOLS

The school district does not have any comments for the additional uses and acreage. – Helen LaValley, 7/3/2023.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

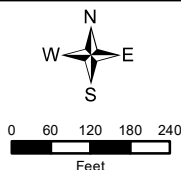
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

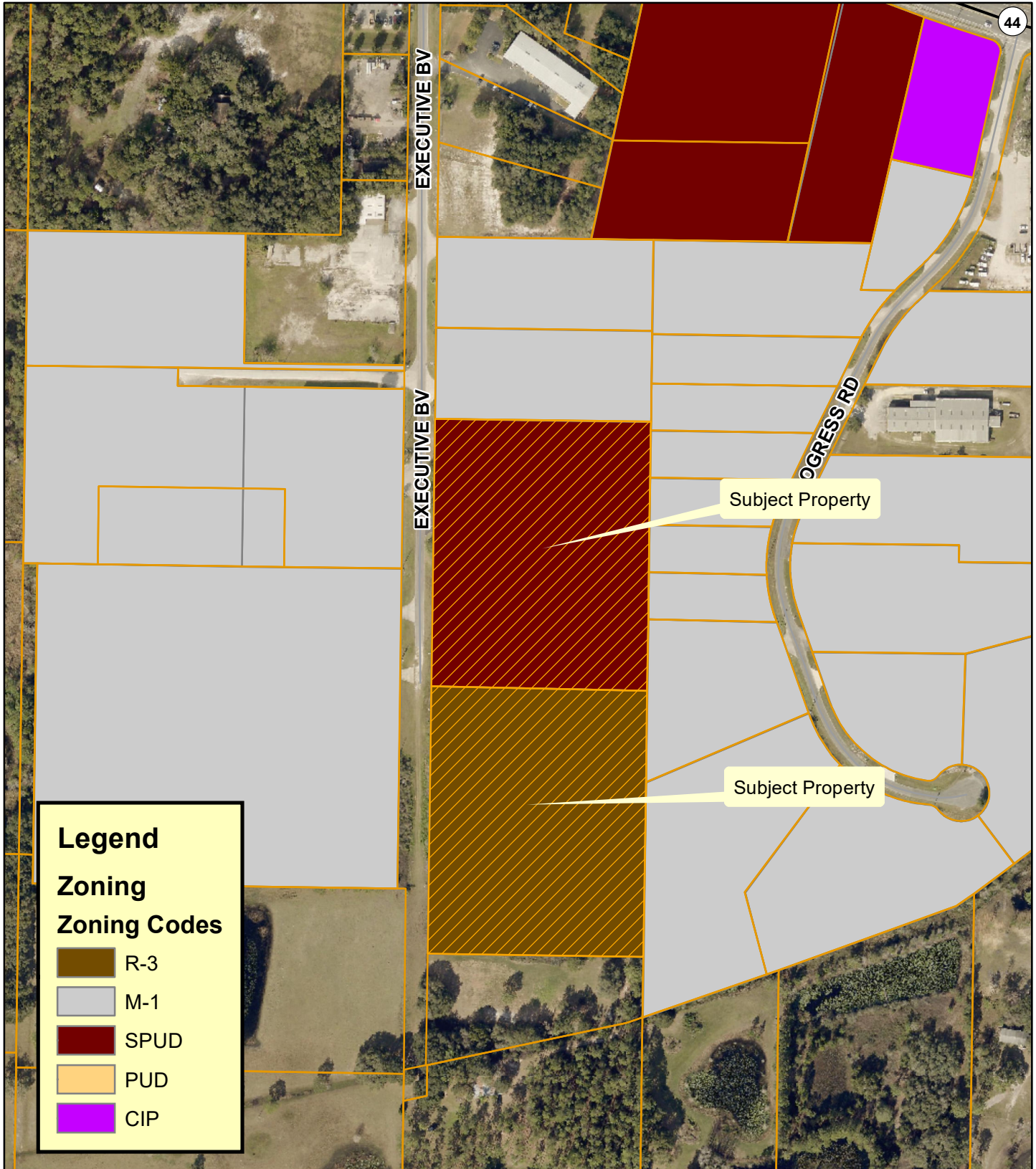


**Planning
& Zoning
Division**

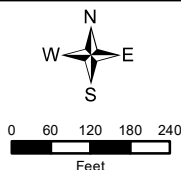


Good News Church Public / Private Partnership
SPUD-23-314
400 Executive Boulevard, Leesburg, FL 34748
AK #: 2908874, 2940760
Section 29, Township 19 South, Range 24 East
June 27, 2023

Zoning

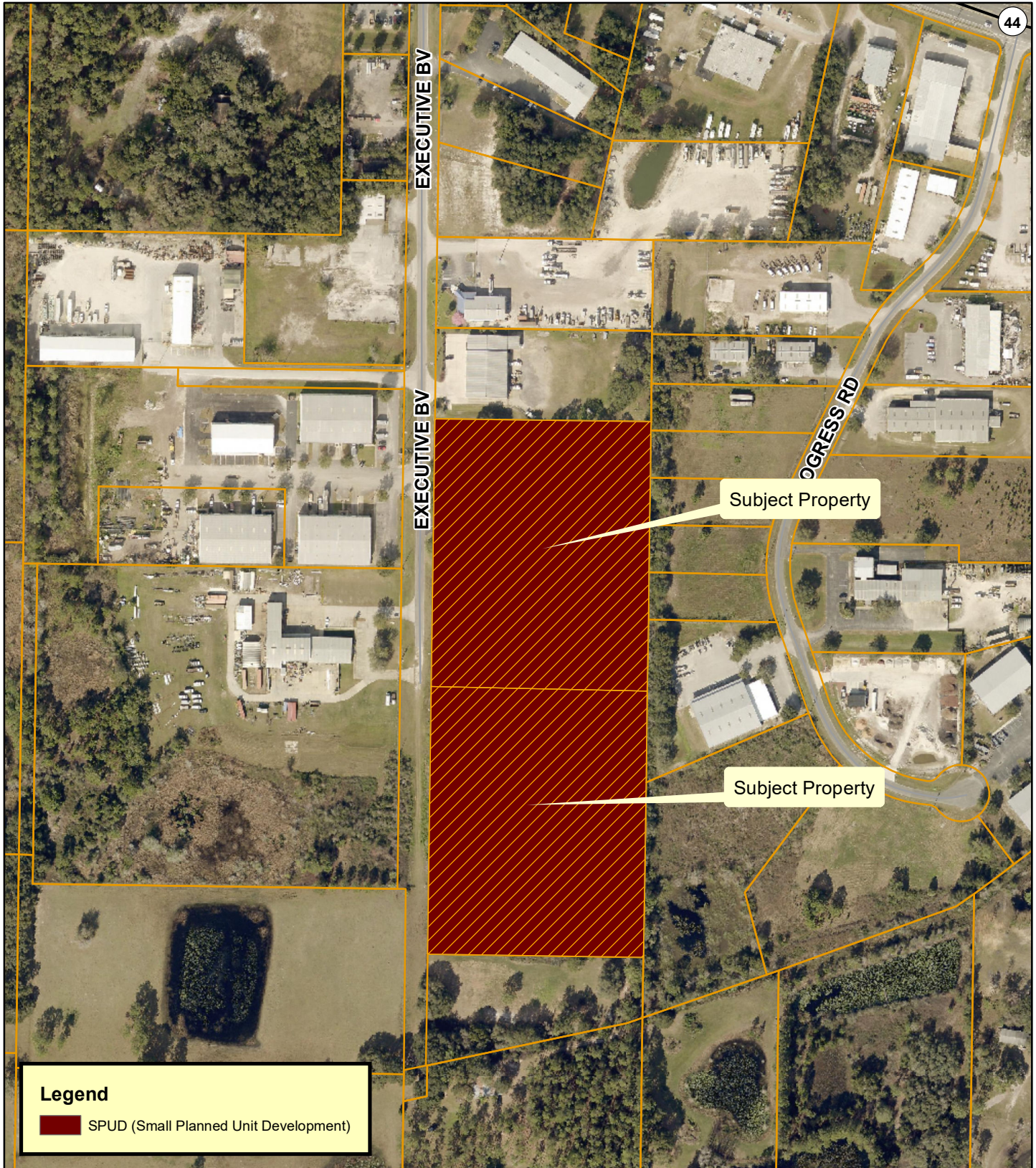


**Planning
& Zoning
Division**

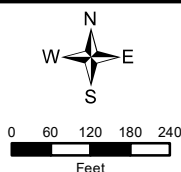


Good News Church Public / Private Partnership
 SPUD-23-314
 400 Executive Boulevard, Leesburg, FL 34748
 AK #: 2908874, 2940760
 Section 29, Township 19 South, Range 24 East
 June 27, 2023

Proposed Zoning

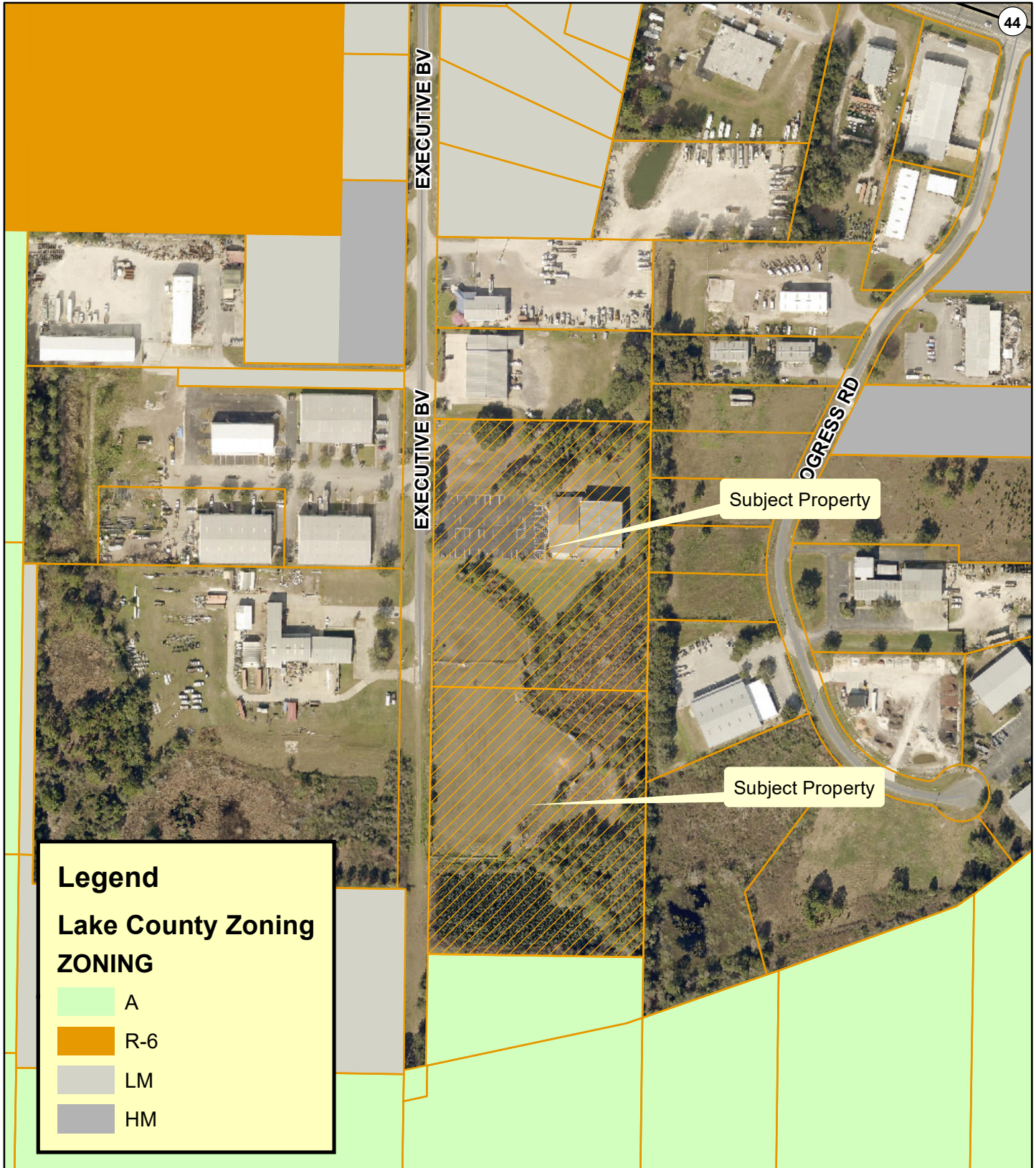


**Planning
& Zoning
Division**

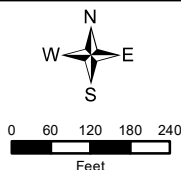


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Section 29, Township 19 South, Range 24 East
June 27, 2023

Lake County Zoning

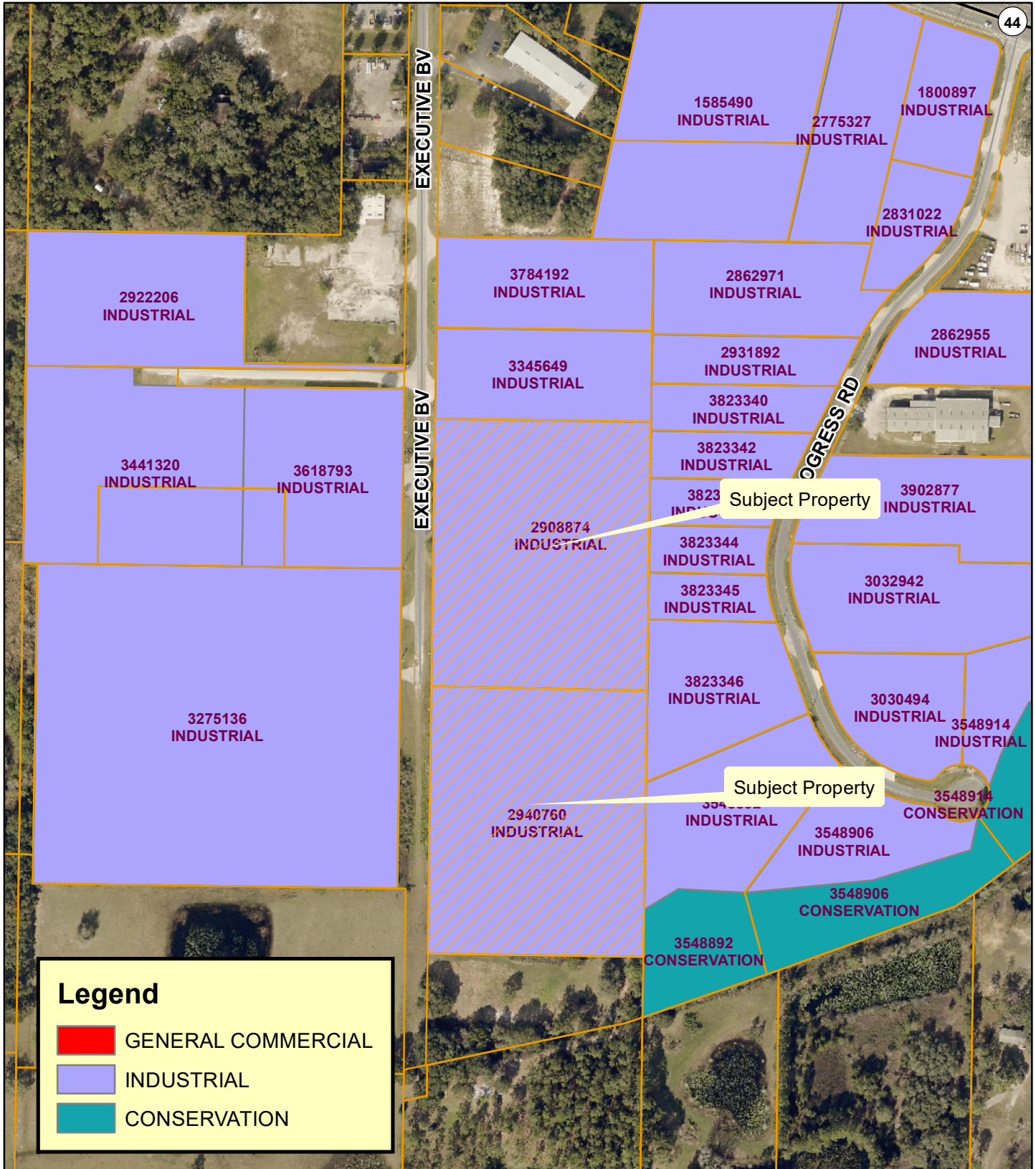


**Planning
& Zoning
Division**

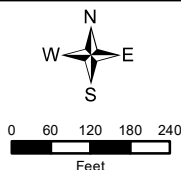


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SPUD-23-314
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AK #: 2908874, 2940760
Section 29, Township 19 South, Range 24 East
June 27, 2023

Future Land Use

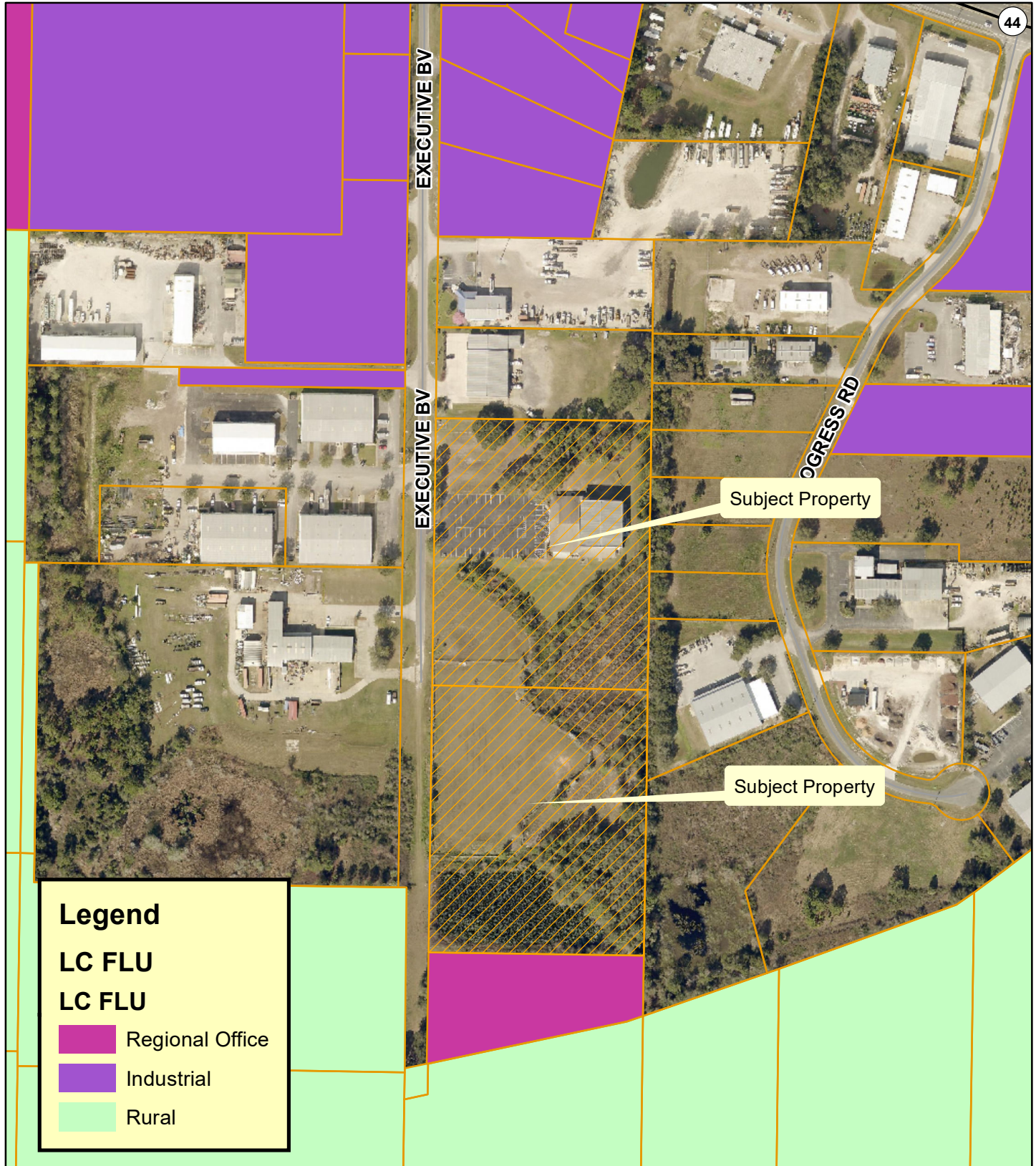


**Planning
& Zoning
Division**

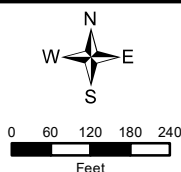


Good News Church Public / Private Partnership
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400 Executive Boulevard, Leesburg, FL 34748
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Section 29, Township 19 South, Range 24 East
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Lake County Future Land Use



**Planning
& Zoning
Division**

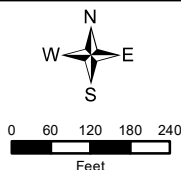


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SPUD-23-314
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AK #: 2908874, 2940760
Section 29, Township 19 South, Range 24 East
June 27, 2023

Surrounding Land Uses

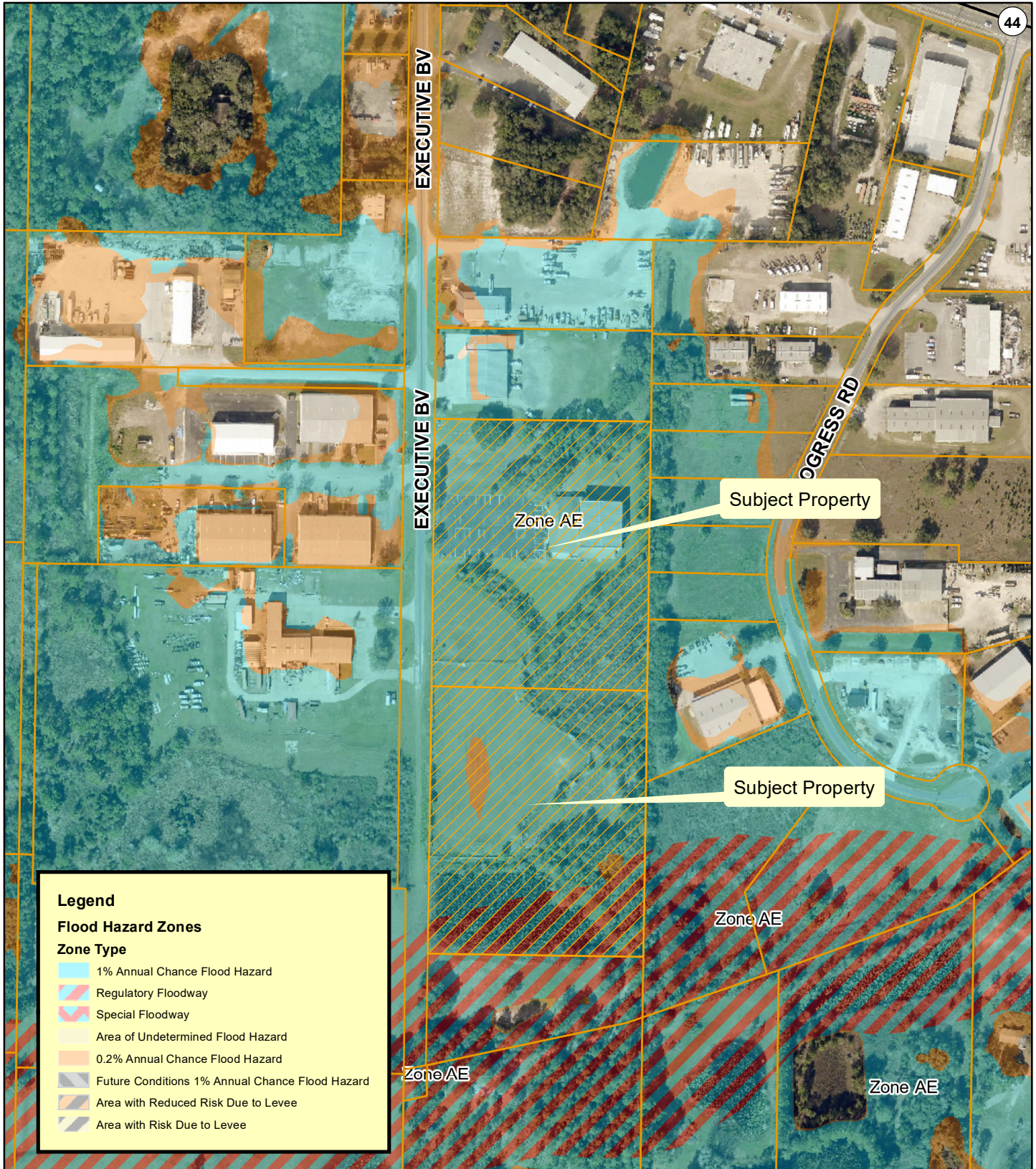


**Planning
& Zoning
Division**

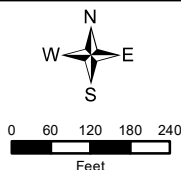


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 SPUD-23-314
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 Section 29, Township 19 South, Range 24 East
 June 27, 2023

Flood Zone

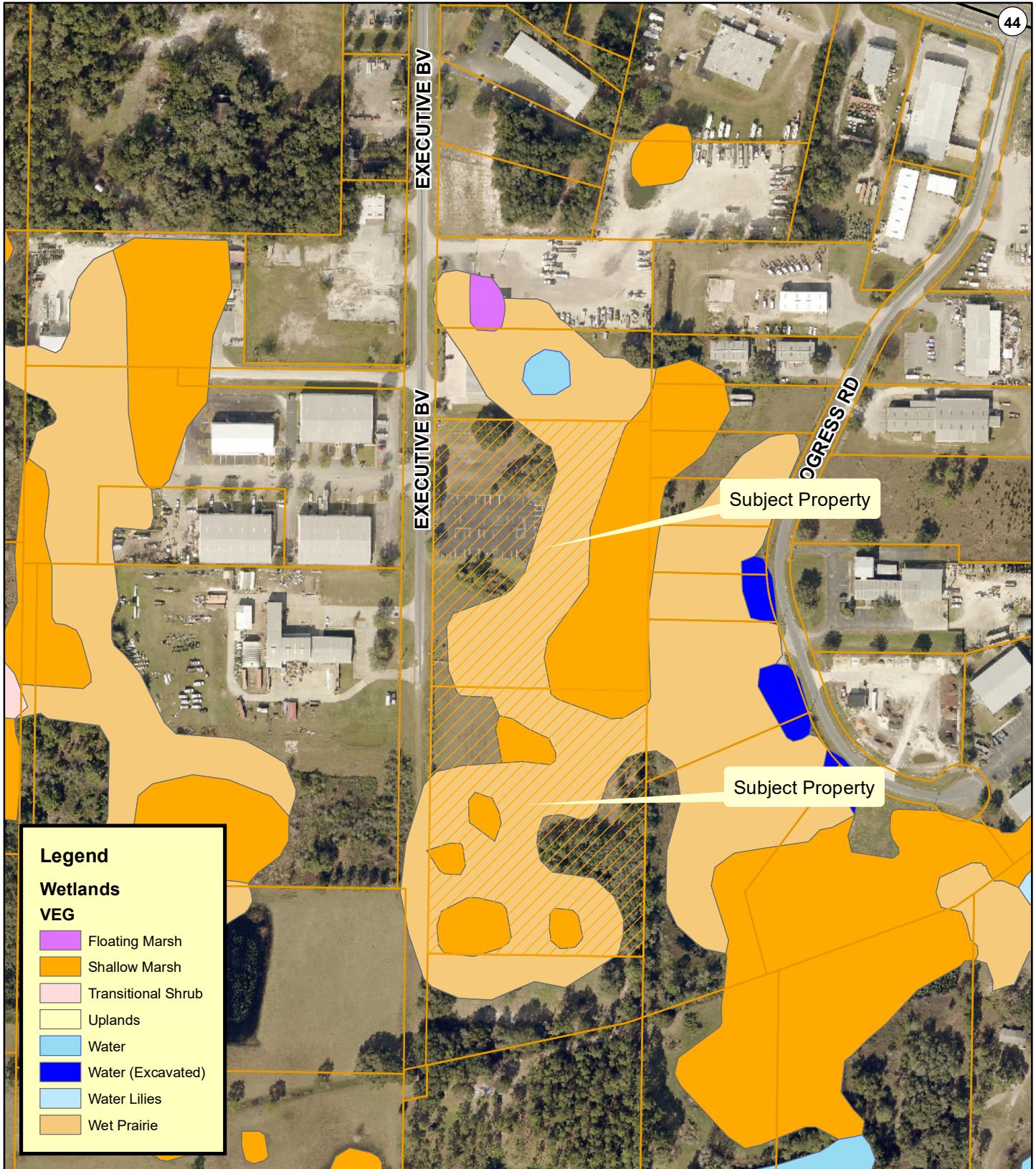


**Planning
& Zoning
Division**

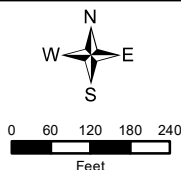


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June 27, 2023

Wetlands

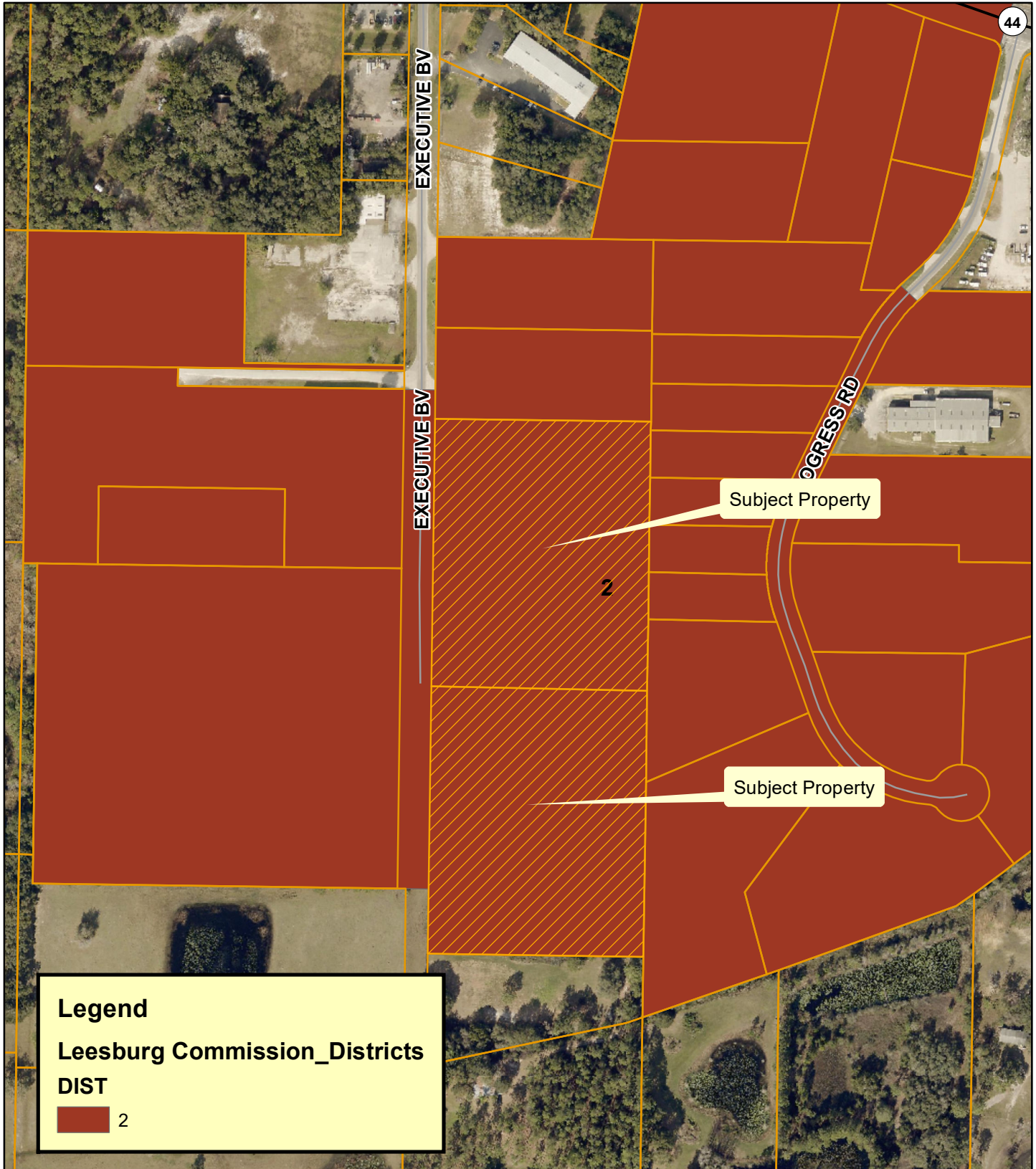


**Planning
& Zoning
Division**

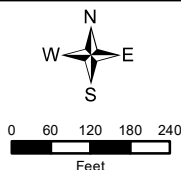


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400 Executive Boulevard, Leesburg, FL 34748
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June 27, 2023

Commission District



**Planning
& Zoning
Division**



Good News Church Public / Private Partnership
SPUD-23-314
400 Executive Boulevard, Leesburg, FL 34748
AK #: 2908874, 2940760
Section 29, Township 19 South, Range 24 East
June 27, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: August 14, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.

Staff Recommendation:

Hear the ordinance on first reading and set second reading/public hearing.

Analysis:

The proposed ordinance allows for open containers in the downtown business district. The concept seeks to promote and draw more economic activity in the City's central downtown and is widely supported by the City's merchants and business owners. Commissioner Reisman has requested that the Commission consider such modifications to the Code of Ordinances.

Procurement Analysis:

Options:

1. Approve Ordinance as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 5, SECTION 5-6, CONSUMPTION OF AND OPEN CONTAINERS PROHIBITED ON PUBLIC PROPERTY; EXCEPTIONS; AMENDING SEC. 5-6.2. CONSUMPTION OF OR POSSESSION OF ALCOHOL IN OPEN CONTAINERS NEAR STORE SELLING ALCOHOLIC BEVERAGES; AMENDING CHAPTER 18, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE PERIOD AND AN EFFECTIVE DATE.

WHEREAS, The City of Leesburg desires to adopt regulations that will encourage and promote entertainment, use and enjoyment of public places, and patronage of businesses within the City; and

WHEREAS, consistent with the foregoing, the City of Leesburg has proposed these changes to Chapter 5, Sections 5-6, and 5-6.2, and Chapter 18 of the City Code and has determined that it is appropriate and in accordance with protecting and promoting the health, safety and welfare of the community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Chapter 5, Section 5-6 of the City of Leesburg Code of Ordinances shall be amended as follows:

Sec. 5-6. Consumption of and open containers prohibited on public property; exceptions.

- (a) It shall be unlawful for any person to consume, or to possess an open container of, any alcoholic beverage, including, but not limited to, beer and wine, upon any of the following properties used by the city: parks, beaches, athletic or sports facilities, playgrounds, properties, streets, alleys, or sidewalks; provided, that this section shall not apply to any property leased from the city on a short or long term basis, by private organizations or parties, civic clubs and the like. This provision shall not apply for those businesses with an approved sidewalk café agreement ratified by the city commission, ~~or~~ within the area designated for an approved special event, where any group or individual has obtained a special event permit and has been authorized in the permit to sell or have sold alcoholic beverages, or within the Downtown Entertainment District in conformance with the requirements of Chapter 18, Article V of this Code.

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Words in underscored type are additions.

- (b) It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:
- (1) The activity is a part of, and in an area designated for a special event. The consumption of alcoholic beverages upon a public street or other public area may be permitted as a part of that event, subject to the conditions imposed by this section and the permit.
 - (2) The vendor/permittee of alcoholic beverages is duly licensed as such under the laws of Florida and has been granted a temporary permit, pursuant to this section, permitting such consumption to occur in a specified area as a part of a special event; however, in no event shall any permit be granted for consumption of alcoholic beverages within Rogers Park located on 9th Street.
 - (3) The following conditions shall be met by the vendor/permittee:
 - (i) The area authorized for the sale of alcohol shall be directly adjacent to the main business premises of the vendor/permittee where alcohol is sold in the normal course of business.
 - (ii) A site plan shall be submitted delineating the area where the vendor/permittee proposes to sell or dispense alcohol, and that area shall be enclosed by a perimeter, such as a fence or tent, with a single point of ingress and egress, to control access to and from the area. A second point of ingress and egress may be permitted if the issue of appropriate access is a matter of the protection of the general peace, property, life or limb as determined by the fire marshal or law enforcement. The area shall also be included within the premises described in the beverage license issued to the vendor/permittee by the state as an area within which the vendor/permittee is permitted by the state to serve alcohol. The fire marshal will assign a maximum capacity to the area and the vendor/permittee shall enforce this maximum capacity and shall not allow it to be occupied at any time by more persons than the assigned maximum capacity.
 - (iii) The access point(s) into and out of the serving area shall be marked with signs informing patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the vendor/permittee shall staff the entrance with such personnel as are necessary to enforce this condition.
 - (iv) Alcohol shall be served only in plastic cups or plastic bottles, not in cans or in glass bottles, glasses or other glass containers.
 - (v) The vendor/permittee shall provide such additional restroom facilities (e.g. portable potties) as are sufficient to comply with the requirements of subsection (c) below. The permittee shall also provide sufficient trash receptacles to serve the patrons of the permittee so as to prevent the littering of cups, napkins and other debris.
 - (vi) The vendor/permittee shall obtain all necessary building permits and other licenses and approvals for any tent or other structure erected to facilitate use of the area covered by the permit. Under no circumstances shall any ground surface on public property or an easement be punctured or otherwise damaged by the placement or removal of any tent or other structure unless the vendor/permittee first has the appropriate qualified party perform an inspection for the purpose of locating, water, wastewater, electrical and gas lines and if such damage occurs the vendor/permittee

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shall be liable for the full cost of repairs. If a permit is issued and there are breaches to any public asphalt or concrete surface, the vendor/permittee is fully responsible for any expenses associated with repairing the damages. The vendor/permittee shall comply with all applicable laws, rules and regulations in the operation of its business within the permitted area.

(4) The activity is conducted within the Downtown Entertainment District and in conformance with all requirements relating to the sale and possession of open containers and consumption of alcohol in the Downtown Entertainment District as set forth in Chapter 18, Article V of this Code.

- (c) Any individual or organization may submit a special event application to the city manager or designee requesting a special event permit granting an exception to subsection (a) for a special event or occasion in a specifically defined area on public property. The request must be submitted a minimum of one hundred (120) days prior to the beginning of the proposed event. The special event application must contain a detailed description of the special event proposed to be conducted. The city manager or his/her designee will coordinate review of the request by the police department and such other departments as the city manager shall designate. The city reserves the right to disapprove any such request and in doing so, may take the following into consideration: (1) whether any department determines the event to be inconsistent with the public interest or to have any adverse effect on the public safety, health, or welfare; (2) whether the event is compatible with the adjacent and surrounding land uses; (3) whether the hours of operation of the event would create a nuisance to residential areas nearby; (4) whether inspection by the building official, police chief or designee, fire chief or designee, or other authorized public official, determines that the site is insufficient to accommodate the anticipated number of attendees; (5) whether there is adequate parking available to accommodate the anticipated number of attendees; (6) whether an authorized public safety official determines that the site of the event does not meet requirements established for similar assemblies, established by law. For additional requirements regarding special events on public property, see chapter 26, Special Events, of this Code.

Section 3. Text Amendment. Chapter 5, Section 5-6.2 of the City of Leesburg Code of Ordinances shall be amended as follows:

Sec. 5-6.2. Consumption of or possession of alcohol in open containers near store selling alcoholic beverages.

- (a) *Definitions.* The following definitions shall apply for purposes of this section.
- (1) *Alcoholic beverage* shall, for the purposes of this section only, mean any beverage containing more than one (1) percent of alcohol by volume.
 - (2) *Food store selling alcoholic beverages* shall mean any food or convenience store which has a license for package sales of alcoholic beverages from the Florida Division of Beverages and Tobacco in the classification of 1-APS, 2-APS, or PS.
 - (3) *Open container* means any bottle, can, cup, glass, or other receptacle containing any alcoholic beverage which is open, which has been opened, which has its seal broken, or which has had its contents partially removed.

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- (4) *Operator* shall mean any person physically present at a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section who is managing said store or is otherwise in charge of its operation.
 - (5) *Owner* shall mean any person holding an occupational license for a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section.
 - (6) *Package store* shall mean any store primarily engaged in the business of selling alcoholic beverages which has a license for package sales from the Florida Division of Beverages and Tobacco in the classification of 1-APS, or 2-APS, or any other PS licenses.
 - (7) *Person* shall mean any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit association, corporation, or other legal entity and shall include the plural as well as the singular.
 - (8) *Bar* shall mean any business primarily engaged in the sale of alcoholic beverages for consumption on premises, holding a license for such purpose from the Florida Division of Alcoholic Beverages and Tobacco, in the classification of 1-COP, 2-COP, or any other COP licenses that excludes SRX.
 - (9) *Restaurant* shall, for the purposes of this section only, mean any business holding a license for the sale of alcoholic beverages, issued by the Florida Division of Alcoholic Beverages and Tobacco, in the sub-classification of SRX.
 - (10) *Club* shall mean any private club of other facility or business holding a license from the Florida Division of Alcoholic Beverages and Tobacco, for the sale of alcoholic beverages, as a private club under the provisions of Section 7A-3.019 of the Florida Administrative Code, as amended from time to time, or any successor section of such code.
- (b) *Public nuisance, unlawful acts.*
- (1) It is a public nuisance and shall be unlawful and in violation of this section for any person to consume any alcoholic beverages outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, except as otherwise authorized by Sec. 5-6(b)(4) above.
 - (2) It is a public nuisance and shall be unlawful and in violation of this section for any person to possess an open container of alcoholic beverages while stopping, standing, or remaining outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, , except as otherwise authorized by Sec. 5-6(b)(4) above
 - (3) The owner or operator of any club, restaurant, bar, package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each bar, package store, or other establishment selling alcoholic beverages and duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE OUTSIDE OF BUT WITHIN 100 FEET OF ANY

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PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (4) The owner or operator of any package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each package store or other establishment selling alcoholic beverages and not duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET OF ANY PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (c) *Area of applicability and exceptions.* For the purpose of this section the area within one hundred (100) feet of a club, restaurant, bar, package store, or other establishment selling alcoholic beverages, shall be the area within a one-hundred-foot radius of any part of such business, but shall not include any property lawfully used for a private residence or any area where possession or consumption of alcoholic beverages is specifically permitted by Chapter 18, Article V of this Code, any lawful license or permit.
- (d) *Penalties.* A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with F.S. § 562.45 prescribing punishment for a second degree misdemeanor as of the date of the infraction.

Section 4. Text Amendment. Chapter 18, of the City of Leesburg Code of Ordinances is amended to include the following:

Chapter 18 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE V. – DOWNTOWN ENTERTAINMENT DISTRICT

Sec. 18-123. – Purpose.

The purpose of this article is to encourage the location of entertainment, retail, and restaurant uses in a limited defined area within the City hereafter referred to as the Downtown Entertainment District. The regulations within this article are enacted to foster and create a variety of amenities to be offered to the public in a convenient physical location which will promote pedestrian use with an attendant decrease in vehicular traffic; provide for more efficient and effective public safety enforcement in a defined area; foster a mutual relationship among businesses in the Downtown Entertainment District; promote patronage of businesses within the Downtown Entertainment District; and encourage private development of entertainment facilities which enhance and compliment the use of the public facilities in the Downtown Entertainment District.

Sec. 18-124. – Downtown Entertainment District boundaries.

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The Downtown Entertainment District shall mean the area depicted in Exhibit “A” attached to the ordinance from which this article derives and is generally described as follows:

Sec. 18-125. – Outside consumption of alcoholic beverages.

(1) On-street possession/consumption hours. Outdoor or open possession and/or consumption of any alcoholic beverage within the Downtown Entertainment District dispensed by an establishment licensed to dispense alcoholic beverages is authorized Monday through Sunday between the hours of 10:00 a.m. and midnight.

(2) One drink on-street limit. Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic container for removal from the premises, provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.

(3) Size limited to 16 ounces. No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined Downtown Entertainment District, any open alcoholic beverage container which exceeds 16 fluid ounces in size

(4) Drinking from can, bottle or glass prohibited. It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, except pursuant to an approved sidewalk café agreement.

Sec. 18-126.- Hours for music and entertainment.

Music, singing and other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Downtown Entertainment District, however, such outdoor music, singing and entertainment shall only be permitted between the hours of 10:00 a.m. and midnight. Entertainment provided in compliance with this section shall not be considered a public nuisance.

Sec. 18-127.- Games, sporting events and entertainment.

Games, sporting events, artistic performances and other such forms of organized entertainment are encouraged and allowed within the downtown waterfront entertainment district, subject to compliance with all applicable safety regulations and approved through the permitting process.

Secs. 18-128 – 18-150. – Reserved.

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Section 5. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 6. Effective Date and Effective Period. This Ordinance shall take effect immediately upon its final adoption by the City Commission. Unless extended by the City Commission, the provisions of this Ordinance will automatically expire and terminate without further notice or action after the passage of three hundred sixty-five days following the effective date hereof.

Section 7. Incorporation into Code. The provisions of this ordinance are intended to be incorporated into the City of Leesburg's Code of Ordinances, and sections of this Ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

PASSED AND ADOPTED this ____ day of _____, 2023 by the City Commission of the City of Leesburg, Florida.

Mayor

ATTEST:

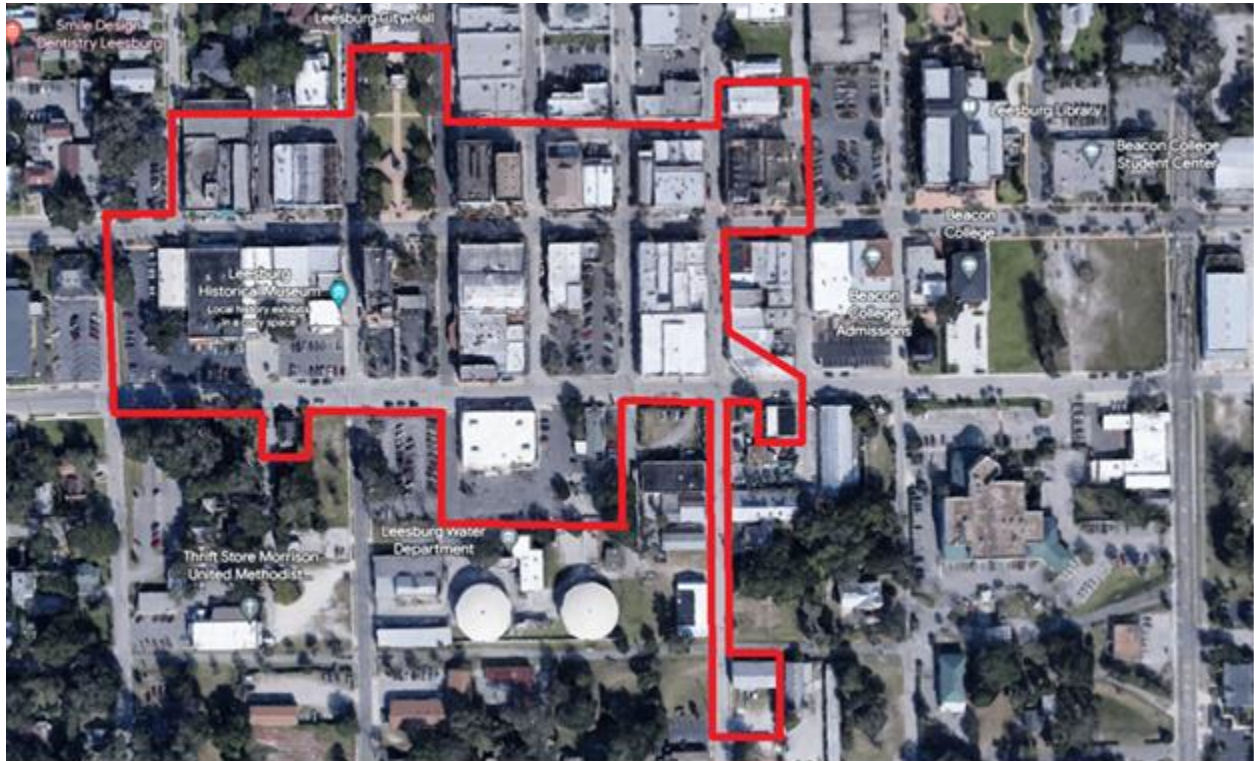
City Clerk

Approved as to form:

William Grant Watson, City Attorney

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EXHIBIT “A” - THE DOWNTOWN ENTERTAINMENT DISTRICT



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Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
May 31, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Lake County Storm Football GM	Working with Police Dept	Security for March 1, 2023	160.00
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	<u>40.00</u>
			711.99

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	3,211.00
Piard, Marie	Working with Housing Dept	Housing Rent	<u>1,952.00</u>
			5,163.00

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	<u>1,950.59</u>
			1,950.59

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	<u>2,238.67</u>
			2,238.67

Total	<u><u>10,064.25</u></u>
--------------	--------------------------------

001 FUND TOTAL	\$	711.99
013 FUND TOTAL	\$	5,163.00
041 FUND TOTAL	\$	1,950.59
510 FUND TOTAL	\$	2,238.67
	\$	<u><u>10,064.25</u></u>

Expected write offs as of May 31, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	185.97	266.97
November	34,977	1	90	165.85	284.19
December	52,217	6	119	365.75	347.00
January	48,307	4	76	237.64	303.17
February	53,540	3	88	157.19	1,790.76
March	58,912	4	99	0.00	415.78
April	34,336	1	56	1,030.32	354.60
May	29,663	4	64	0.00	319.73
June				381.48	401.23
July				6,811.79	347.77
August				433.27	363.67
September				1,896.88	327.73
Accounts to be written off*	\$ 335,825	28	669		
Prior Yr to Date	\$ 154,563	26	476		
difference - () negative	\$ 181,262	2	193		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- May 31, 2023 or 67%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,693,872	21,764,479	71%	21,934,237	73%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	88,800	83%	68,223	71%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	6,380,196	678,685	11%	2,476,113	79%
Discretionary Sales Tax	2,599,868	2,031,769	78%	1,688,613	179%
Police Forfeiture Fund	-	41,345	0%	22,506	54%
Police Education Fund	-	3,536	0%	3,053	0%
Gas Tax	800,000	528,728	66%	460,299	61%
Police Impact Fees	-	451,181	0%	105,619	0%
Fire Impact Fees	-	52,418	0%	114,956	0%
Recreation Impact Fees	-	85,101	0%	192,312	0%
Building Fund	1,073,600	659,470	61%	722,090	69%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	754,839	100%	558,076	98%
Carver Heights CRA fund	654,068	673,053	103%	514,409	101%
Highway 27/441 CRA fund	1,829,915	1,842,679	101%	1,361,024	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	1,181,018	62%	1,122,761	91%
Electric Utility Fund	95,863,940	50,249,620	52%	46,730,134	73%
Gas Utility Fund	9,906,850	7,786,169	79%	7,129,276	89%
Water Utility Fund	11,067,692	7,490,700	68%	6,771,218	70%
Wastewater Utility Fund	15,386,454	10,533,076	68%	15,999,836	85%
Solid Waste Utility Fund	4,962,610	3,294,753	66%	3,172,244	68%
Airport Fund	6,056,251	1,134,985	19%	1,081,270	17%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	5,392,662	69%	5,227,852	68%
Workers Comp Insurance Fund	1,160,309	770,031	66%	650,505	97%
Fleet Maintenance Fund	3,798,186	2,046,319	54%	2,197,903	59%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	2,945,405	132%	(1,351,520)	0%
Fire Retirement Trust Fund	1,720,614	5,632,133	327%	(1,217,174)	0%
General Employees Trust Fund	3,240,408	3,673,789	113%	(439,768)	0%
Use of Fund Balance (Various funds)	78,275,564				
Total All Funds	289,984,018	133,394,779	63%	118,910,726	71%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- May 31, 2023** or **67%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,760,412	19,978,774	61%	19,943,752	62%	
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	90,215	56%	82,778	55%	
Debt Service Fund	1,745,218	1,604,800	92%	1,610,787	92%	
Capital Projects Fund	12,841,956	940,553	7%	3,407,810	44%	
Discretionary Sales Tax	2,680,893	348,070	13%	1,356,349	53%	
Police Forfeiture Fund	61,571	-	0%	-	0%	
Police Education Fund	3,500	6,915	198%	6,523	109%	
Gas Tax	1,260,707	560,267	44%	635,282	84%	
Police Impact Fees	204,900	219,381	107%	9,560	91%	
Fire Impact Fees	47,949	4,000	8%	8,640	3456%	
Recreation Impact Fees	-	4,070	0%	184,100	102%	
Building Fund	1,570,402	836,017	53%	990,237	56%	
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	505,230	62%	627,323	87%	
Carver Heights CRA fund	754,068	168,252	22%	485,816	68%	
Highway 27/441 CRA fund	1,979,110	902,090	46%	925,433	65%	
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	815,342	25%	890,156	37%	
Electric Utility Fund	102,434,356	49,434,795	48%	47,597,562	62%	
Gas Utility Fund	11,701,816	5,723,842	49%	5,691,504	52%	
Water Utility Fund	17,692,463	6,056,598	34%	5,578,941	39%	
Wastewater Utility Fund	63,932,687	8,685,975	14%	7,444,441	23%	
Solid Waste Utility Fund	5,454,110	3,827,234	70%	3,750,923	73%	
Airport Fund	7,050,961	1,941,415	28%	1,723,230	23%	
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	5,547,815	71%	5,695,950	74%	
Workers Comp Insurance Fund	1,160,309	881,158	76%	408,811	61%	
Fleet Maintenance Fund	5,433,589	2,140,266	39%	2,270,067	52%	
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	911,463	41%	1,456,192	74%	
Fire Retirement Trust Fund	1,720,614	1,096,339	64%	972,040	58%	
General Employees Trust Fund	3,240,408	2,181,776	67%	2,181,567	67%	
Total All Funds	289,984,018	115,412,652	40%	115,935,774	54%	

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
5/31/2023

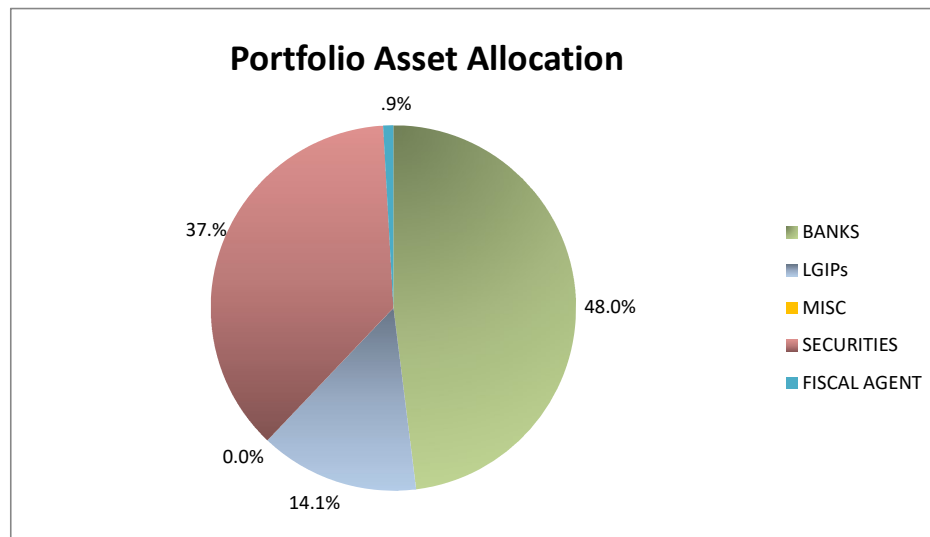
		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$78,303,536.87	\$15,926,842.73	\$8,977,847.86	\$ 374,466.08	\$ 81,587.16	\$10,577,420.92	\$ 4,994,035.52	\$ 6,279,322.13	\$ 14,144,298.13	\$ 1,285,977.02	\$3,533,095.94	\$4,385,197.04	\$ 1,780,470.68	\$ 5,962,975.66
RESTRICTED CASH															
	CUSTOMER DEPOSITS	6,971,888.04					5,118,289.89	1,141,597.87	700,525.28		9,655.00				
	RENEWL & REPLCMNT	18,824,463.86	1,935,480.03	16,297.88			(405,897.83)	551,392.46	3,813,722.05		850,000.00				584,105.33
	BONDNOTE SINKING FUND	33,744,519.87		(105,557.65)			1,413,653.30	51,672.22	528,236.70		31,856,515.30				
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	306,782.00													
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
	IMPACT FEES	7,670,837.40							2,050,677.21	5,620,260.19					
	OTHER RESTRICTED CASH	12,401,073.68				12,145,832.40									
	DEVELOPER CONTRIBUTIONS	508,557.92		73,327.17											
	RATE STABILIZATION	(1,622,747.00)					503,428.52	5,129.40							
		(1,622,747.00)					(1,622,747.00)								
SUBTOTAL OF RESTRICTED CASH		79,405,475.77	1,935,480.03	890,849.40		12,145,832.40	5,006,726.88	1,749,791.95	7,093,161.24	48,957,959.43	859,655.00				584,105.33
TOTAL POOLED CASH		\$157,709,012.64	\$ 17,862,322.76	\$ 9,868,697.26	\$ 374,466.08	\$ 12,227,419.56	\$ 15,584,147.80	\$ 6,743,827.47	\$ 13,372,483.37	\$ 63,102,257.56	\$ -	\$ 2,145,632.02	\$ 3,533,095.94	\$ 4,385,197.04	\$ 6,547,080.99
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,510,604.08			814,028.51			116,832.83	243,021.30	336,721.44					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,510,604.08			814,028.51			116,832.83	243,021.30	336,721.44					
TOTAL POOLED CASH AND INVEST		\$159,219,616.72	\$17,862,322.76	\$ 9,868,697.26	\$1,188,494.59	\$12,227,419.56	\$15,584,147.80	\$6,860,660.30	\$13,615,504.67	\$63,438,979.00	\$2,145,632.02	\$3,533,095.94	\$4,385,197.04	\$1,780,470.68	\$6,547,080.99

		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 8,977,847.86	\$ 218,408.63	\$ 287,698.06	\$ 605,363.07	\$ 3,338,022.78	\$ 144,987.91	\$ (2,544.55)	\$ 2,236,872.97	\$ 559,714.95	\$ 972,925.77	\$ 229,466.97	\$ 386,931.30
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	73,327.17	73,327.17										
	BONDNOTE SINKING FUND	(105,557.65)		62,520.37		(168,078.02)							
	SIGN GRANT	306,782.00		57,587.00	100,000.00	149,195.00							
	R&R / OTHER RESTRICTED	16,297.88	16,297.88										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 890,849.40	\$ 89,625.05	\$ 120,107.37	\$ 100,000.00	\$ 581,116.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 9,868,697.26	\$ 308,033.68	\$ 407,805.43	\$ 705,363.07	\$ 3,919,139.76	\$ 144,987.91	\$ (2,544.55)	\$ 2,236,872.97	\$ 559,714.95	\$ 972,925.77	\$ 229,466.97	\$ 386,931.30
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 9,868,697.26	\$ 308,033.68	\$ 407,805.43	\$ 705,363.07	\$ 3,919,139.76	\$ 144,987.91	\$ (2,544.55)	\$ 2,236,872.97	\$ 559,714.95	\$ 972,925.77	\$ 229,466.97	\$ 386,931.30

		INTERNAL SERVICE FUNDS				
POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 5,962,975.66	\$ 1,708,936.83	\$ 1,442,714.08	\$ -	\$ 2,811,324.75
RESTRICTED CASH		584,105.33				584,105.33
SUBTOTAL OF RESTRICTED CASH		\$ 584,105.33	\$ -	\$ -	\$ -	\$ 584,105.33
TOTAL POOLED CASH		\$ 6,547,080.99	\$ 1,708,936.83	\$ 1,442,714.08	\$ -	\$ 3,395,430.08
TOTAL POOLED CASH AND INVESTMENTS		\$ 6,547,080.99	\$ 1,708,936.83	\$ 1,442,714.08	\$ -	\$ 3,395,430.08

**CITY OF LEESBURG
INVESTMENT REPORT
5/31/2023**

DESCRIPTION	BALANCE 5/31/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$56,371,732
TD Bank - Savings	-
Southstate Bank - Savings	11,445
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Southstate Bank - CD	5,000,000
TD Bank - CD	4,000,000
Seaside Bank	4,056,613
	\$76,439,789
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,056,827
FLCLASS	10,212,082
FLPRIME	4,155,315
	22,424,223
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,510,604
CHANDLER ASSET MANAGEMENT (SECURITIES)	58,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	58,845,000
TOTAL INVESTMENTS	159,219,617
MARKET ADJUSTMENT	(617,996)
TOTAL VALUE OF INVESTMENTS	<u><u>\$158,601,621</u></u>



Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
June 30, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Lake County Storm Football GM	Working with Police Dept	Security for March 1, 2023	160.00
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
Route 46 Properties	Working with Planning & Zoning	Traffic Study	870.00
			<u>1,781.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	3,211.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,952.00
			<u>5,163.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,950.59
			<u>1,950.59</u>

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			<u>2,238.67</u>

Total 11,134.25

001 FUND TOTAL	\$	1,781.99
013 FUND TOTAL	\$	5,163.00
041 FUND TOTAL	\$	1,950.59
510 FUND TOTAL	\$	2,238.67
	\$	<u>11,134.25</u>

Expected write offs as of Jun 30, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July			
August			
September			
Accounts to be written off*	\$ 373,683	30	741
Prior Yr to Date	\$ 154,563	28	547
difference - () negative	\$ 219,120	2	194

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- June 30, 2023 or 75%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,693,872	24,296,885	79%	24,105,061	81%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	97,599	91%	77,382	80%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	6,380,196	761,964	12%	3,577,992	114%
Discretionary Sales Tax	2,599,868	2,273,698	87%	1,898,969	202%
Police Forfeiture Fund	-	41,584	0%	22,555	54%
Police Education Fund	-	3,984	0%	3,469	0%
Gas Tax	800,000	609,101	76%	530,375	70%
Police Impact Fees	-	503,553	0%	116,803	0%
Fire Impact Fees	-	57,003	0%	127,133	0%
Recreation Impact Fees	-	91,863	0%	212,840	0%
Building Fund	1,073,600	733,278	68%	821,056	79%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	755,510	100%	558,161	98%
Carver Heights CRA fund	654,068	674,455	103%	514,716	101%
Highway 27/441 CRA fund	1,829,915	1,849,113	101%	1,362,417	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	1,330,634	69%	1,267,153	102%
Electric Utility Fund	95,863,940	56,404,465	59%	55,082,889	86%
Gas Utility Fund	9,906,850	8,545,257	86%	7,936,713	99%
Water Utility Fund	11,067,692	8,548,473	77%	7,808,336	80%
Wastewater Utility Fund	15,386,454	11,909,087	77%	17,345,891	92%
Solid Waste Utility Fund	4,962,610	3,709,767	75%	3,580,353	77%
Airport Fund	6,056,251	1,290,936	21%	1,448,055	23%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	5,937,531	76%	5,779,391	75%
Workers Comp Insurance Fund	1,160,309	858,117	74%	733,940	109%
Fleet Maintenance Fund	3,798,186	2,288,572	60%	2,700,198	73%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	3,910,330	176%	(2,575,793)	0%
Fire Retirement Trust Fund	1,720,614	3,853,528	224%	(2,400,379)	0%
General Employees Trust Fund	3,240,408	5,390,235	166%	(2,559,831)	0%
Use of Fund Balance (Various funds)	78,275,564				
Total All Funds	289,984,018	148,334,558	70%	131,690,504	78%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- June 30, 2023** or **75%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,760,412	22,216,492	68%		22,156,573	69%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	107,178	66%		85,300	56%
Debt Service Fund	1,745,218	1,606,138	92%		1,611,474	92%
Capital Projects Fund	12,841,956	991,490	8%		3,543,177	45%
Discretionary Sales Tax	2,680,893	379,943	14%		1,704,649	67%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,260,707	645,714	51%		742,137	98%
Police Impact Fees	204,900	229,482	112%		10,560	101%
Fire Impact Fees	47,949	4,240	9%		9,640	3856%
Recreation Impact Fees	-	4,330	0%		185,100	102%
Building Fund	1,570,402	923,740	59%		1,077,576	61%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	505,230	62%		632,609	88%
Carver Heights CRA fund	754,068	190,214	25%		496,057	69%
Highway 27/441 CRA fund	1,979,110	902,090	46%		925,433	65%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	908,115	28%		981,639	40%
Electric Utility Fund	102,434,356	55,552,585	54%		55,488,930	72%
Gas Utility Fund	11,701,816	6,296,069	54%		6,271,790	57%
Water Utility Fund	17,692,463	6,906,131	39%		6,188,505	44%
Wastewater Utility Fund	63,932,687	9,654,101	15%		8,284,981	26%
Solid Waste Utility Fund	5,454,110	4,218,446	77%		4,079,411	79%
Airport Fund	7,050,961	2,199,464	31%		1,923,772	26%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	6,332,385	82%		6,246,372	81%
Workers Comp Insurance Fund	1,160,309	944,062	81%		451,785	67%
Fleet Maintenance Fund	5,433,589	2,380,834	44%		2,746,341	62%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	1,035,531	47%		1,572,957	80%
Fire Retirement Trust Fund	1,720,614	1,368,803	80%		1,131,897	67%
General Employees Trust Fund	3,240,408	2,424,881	75%		2,412,141	74%
Total All Funds	289,984,018	128,934,603	44%		130,967,329	61%

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
6/30/2023**

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$76,798,960.96	\$16,218,926.20	\$9,139,426.38	\$ 102,886.94	\$ 21,842.22	\$9,360,005.66	\$ 5,093,381.35	\$ 6,178,249.51	\$ 14,041,864.78	\$ 1,283,115.41	\$3,597,829.18	\$4,331,585.40	\$ 1,769,213.05	\$ 5,660,634.88
RESTRICTED CASH															
	CUSTOMER DEPOSITS	6,933,921.03					5,118,289.89	1,103,630.86	700,525.28		9,655.00				
	RENEWL & REPLCMNT	18,857,599.10	1,637,042.53	10,083.60			(419,426.33)	571,392.46	3,992,889.05	11,667,213.18	850,000.00				548,404.61
	BOND/NOTE SINKING FUND	34,597,779.48		(23,572.11)			1,741,465.23	62,650.73	623,222.60	32,194,013.03					
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	308,836.00		308,836.00											
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
	IMPACT FEES	7,416,134.30							2,078,677.13	5,337,457.17					
	OTHER RESTRICTED CASH	12,380,281.83		73,465.64		12,114,917.14									
	DEVELOPER CONTRIBUTIONS	500,621.92					495,492.52	5,129.40							
	RATE STABILIZATION	470,378.00					470,378.00								
SUBTOTAL OF RESTRICTED CASH		82,065,351.66	1,637,042.53	968,813.13		12,114,917.14	7,406,199.31	1,742,803.45	7,395,314.06	49,200,503.38	859,655.00				548,404.61
TOTAL POOLED CASH		\$158,864,512.62	\$ 17,855,968.73	\$ 10,108,239.51	\$ 102,886.94	\$ 12,136,759.36	\$ 16,766,204.97	\$ 6,836,184.80	\$ 13,573,563.57	\$ 63,242,368.16	\$ -	\$ 3,597,829.18	\$ 4,331,585.40	\$ 1,769,213.05	\$ 6,209,039.49
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,772,608.25			949,449.33			138,063.90	287,183.70	397,911.32					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,772,608.25			949,449.33			138,063.90	287,183.70	397,911.32					
TOTAL POOLED CASH AND INVEST		\$160,637,120.87	\$17,855,968.73	\$ 10,108,239.51	\$1,052,336.27	\$12,136,759.36	\$16,766,204.97	\$6,974,248.70	\$13,860,747.27	\$63,640,279.48	\$2,142,770.41	\$3,597,829.18	\$4,331,585.40	\$1,769,213.05	\$6,209,039.49

INDIVIDUAL SPECIAL REVENUE FUNDS

		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH		\$ 9,139,426.38	\$ 215,234.06	\$ 259,864.90	\$ 595,165.26	\$ 3,278,933.57	\$ 145,226.46	\$ (2,096.48)	\$ 2,446,929.96	\$ 554,640.90	\$ 1,018,282.70	\$ 233,812.02	\$ 393,433.03
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	73,465.64	73,465.64										
	BOND/NOTE SINKING FUND	(23,572.11)		71,024.49		(94,596.60)							
	SIGN GRANT	308,836.00		77,587.00	90,013.00	141,236.00							
	R&R / OTHER RESTRICTED	10,083.60	10,083.60										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 968,813.13	\$ 83,549.24	\$ 148,611.49	\$ 90,013.00	\$ 646,639.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 10,108,239.51	\$ 298,783.30	\$ 408,476.39	\$ 685,178.26	\$ 3,925,572.97	\$ 145,226.46	\$ (2,096.48)	\$ 2,446,929.96	\$ 554,640.90	\$ 1,018,282.70	\$ 233,812.02	\$ 393,433.03
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 10,108,239.51	\$ 298,783.30	\$ 408,476.39	\$ 685,178.26	\$ 3,925,572.97	\$ 145,226.46	\$ (2,096.48)	\$ 2,446,929.96	\$ 554,640.90	\$ 1,018,282.70	\$ 233,812.02	\$ 393,433.03

- INTERNAL SERVICE FUNDS

	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH	\$ 5,660,634.88	\$ 1,452,891.63	\$ 1,469,727.19	\$ -	\$ 2,738,016.06
RESTRICTED CASH	548,404.61				548,404.61
SUBTOTAL OF RESTRICTED CASH	\$ 548,404.61	\$ -	\$ -	\$ -	\$ 548,404.61
TOTAL POOLED CASH	\$ 6,209,039.49	\$ 1,452,891.63	\$ 1,469,727.19	\$ -	\$ 3,286,420.67
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,209,039.49	\$ 1,452,891.63	\$ 1,469,727.19	\$ -	\$ 3,286,420.67

**CITY OF LEESBURG
INVESTMENT REPORT
6/30/2023**

DESCRIPTION	BALANCE 6/30/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$47,376,026
TD Bank - Savings	-
Southstate Bank - Savings	11,446
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Southstate Bank - CD	5,000,000
TD Bank - CD	4,000,000
Seaside Bank	4,073,284
	\$67,460,756
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,091,334
FLCLASS	10,255,941
FLPRIME	14,211,483
	32,558,757
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,772,608
CHANDLER ASSET MANAGEMENT (SECURITIES)	58,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	58,845,000
TOTAL INVESTMENTS	160,637,121
MARKET ADJUSTMENT	(705,621)
TOTAL VALUE OF INVESTMENTS	<u><u>\$159,931,500</u></u>

