

**AGENDA  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
TUESDAY, MAY 26, 2026 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. Proclaim May 28, 2026, as Guy & Del Ross Appreciation Day**

**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. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!**

**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 April 27, 2026**
- 2. Regular meeting held May 11, 2026**

**B. PURCHASING ITEMS:**

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 Blackwater Construction Services, LLC for the Leesburg Gas Department Building Improvement project (IFB 26-011-HG); and providing an effective date.**
2. **Purchase request by the Public Works Department for the purchase of athlete project items from BSN Sports LLC to support the construction of the Susan Street Sports Complex, for a total purchase amount of \$235,855.60.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Capacity Release Agreement between the City of Leesburg and Fort Pierce Utilities Authority; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing staff to submit a grant application to Lake County for Community Development Block Grant (CDBG) Funding for sidewalk construction and/or replacement projects in the CDBG target areas; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lessor Consent to Sublease Agreement between the City of Leesburg and Melon Patch Players, Inc., for a sublease agreement between Melon Patch Players, Inc., and One99 Church Inc.; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

**During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.**

**A. SECOND READING OF ORDINANCES:**

1. **None**

**B. FIRST READING OF ORDINANCES:**

1. None

**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:**

**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, APRIL 27, 2026 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, April 27, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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**

Mayor Berry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

**2. PROCLAMATIONS:**

**A. Municipal Clerk's Week**

Mayor Berry read a proclamation proclaiming the week of May 3–9, 2026, as Municipal Clerks Week, and further extended appreciation to our Municipal Clerk, J. Andi Purvis, and to all Municipal Clerks, for the vital services they perform and their exemplary dedication to our community. City Clerk, Andi Purvis, accepted the proclamation.

**3. PRESENTATIONS:**

**A. None**

**4. PUBLIC COMMENTS:**

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**opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!**

Simone Richardson, owner of Artists with a Purpose, South Fourth Street, stated that May 3rd, at 3:30 p.m. will be The Culture Around Us. This is their third year doing something downtown under United Arts. She also, wanted to give a big thank you for the support to everything they have been doing downtown at Artists with a Purpose. They did go to Harlem Fines Arts in New York in February, which was an awesome success. They were selected to go again next year to Harlem Fines Arts, as well as Miami. She also brought up concerns about lighting on some of the downtown side streets, which are just very dark. She was wondering if more lighting could be installed on the side streets for safety issues. Thank you.

Pastor John Christian, said tonight he would be representing the Community Development Corporation of Leesburg. He gave a brief update on the two city donated lots to the CDC back in December 2024. They received their COs last week on the two homes that are completely built and ready for purchase. He provided some color photos to show what the partnership with the CDC and the city can produce in the Carver Heights community. These two homes are across from Barry Park; four bedroom, two bath homes with a bonus flex room. They have a vinyl fence in the backyard, epoxied the garage floors, upgraded light fixtures, granite countertops, and wood cabinets. One house has black cabinets, one has white cabinets, brand-new appliances, notice the back splash, and we simply tell our community to take a pick of which house you want; the black cabinets or white cabinets? Brown house or green. He thanked the city for the partnership with the CDC, and said this is what can be done with community partnership with the city and nonprofit organizations. So, the CDC thanks you and welcomes more partnerships with the city of Leesburg. And, while here, the Men of Distinction also thank you for your support of the Black Heritage Festival. Al and the team have done a wonderful job assisting us with the parade and the other things they do at the Black Heritage Festival. Also, kudos to Cliff Kelsey and his team because when building in Carver Heights, there are always issues with sewers and this is no exception. These lines had roots growing on the city side. Cliff and his guys came out, corrected the problem and got the roots out of the system. You have a great team in public works. Thank you very much.

Anthony Washington, 1011 East North Boulevard with my wife Bridget Washington, who is in attendance. First, he wanted to say that in regard to the matters he is addressing today, that he has been patient. Sometimes persistent, but at all times he has been professional. Second, his professionalism has not been a result of happen stance or chance. He is a certified retired law enforcement officer and investigator with the Miami-Dade Police Department with 18 years of service. Over the next few commissioner meetings, he will be addressing his concerns as it relates to code enforcement, law enforcement, and quality of life issues referencing loud music and criminal acts and activity in his area on his property, as well as traffic enforcement on 441 and trespasses onto his property. Furthermore, his concerns and these occurrences were not under the administration of the current mayor. The findings and statistics he is sharing today are for the fiscal year of October 10, 2024, through September 20, 2025. They were obtained through open records requests. Homicides, two, sex offenses, 28, robbery, 11, aggravated assault, 86, burglaries, 95, larceny 509, vehicle theft 59, and calls for service 64,674. He thinks the city of Leesburg pays our department heads very well and expectations should follow the salary. He read off a few which were also obtained through open records. City manager \$251,638, Deputy City Manager \$186,222, and City Clerk, \$103,771. Thank you.

Candace Chapman, executive director and founder of Virginia Samuels Cares Incorporated, Leesburg. She wanted to bring attention to their annual event on the Saturday closest to her grandmother's birthday. She was a city employee for 31 years, hardworking and dedicated. It will be at the Leesburg Resource Center on May 16, from 3 to 6. She passed out flyers to the commission. It is a free event for the community. They pride themselves on helping those who have been affected by incarceration, stroke, and homelessness. Also, newly added lung cancer. Advent Health will be there giving free lung cancer screenings. They are sponsored this year by the Lake County Sheriff, Wawa, Publix, Inflatables, Yolanda Presley, Realtor, and some other Ghost sponsors. She submitted a request to the city, and also emailed the commissioners, but has yet to hear back. On another note, she is happy to hear that the Leesburg CDC is doing great things in our community with the surplus lots that were donated to them. Their agency requested those lots as well back in 2023, and just received a denial letter on Thursday the 27th, 2026, three years later. She is happy that someone was allotted a lot or more, but would like their chance as well. She submitted a new request with the new guidelines that came along with the denial, but had a couple questions to make sure that their agency would be ready when you do start your application process that you have not yet cultivated. The first one was exhibit C. It says on the scoring sheet that it appears you want an entire design prior to the lot donation. She wants to make sure that there is a correct assessment of the scoring sheet numbers three and four in exhibit B5. She wants to know you have established a system for intake because you require it. And also in the recapture provision, wants to know what the time frame is for a not-for-profit to have to re-give the land back if they have not "quote unquote" produced a qualified home buyer because you have not explicitly stated a time frame. Thank you.

**5. CONSENT AGENDA:**

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**Items pulled for discussion:**

Commissioner Burry said in the minutes on page 16, it says Mayor Burry and it should be Mayor Berry. Laughingly, he said he had been waiting for that to happen. **5.B.3 - Construction Services Agreement with Cathcart Construction Company—Florida, LLC**

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.3, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	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 April 13, 2026**

**B. PURCHASING ITEMS:**

1. **Purchase request by the Leesburg International Airport for the installation of a new roof over the existing structure and the replacement of existing skylights at an airport hangar by Advanced Roofing, Inc. in the amount of \$128,200.00.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing agreement with The Fishel Company for Underground Utility Construction Services; providing for an increase in contract rates; extending the term of the agreement; and providing for an effective date.**

**ADOPTED RESOLUTION 12,224**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Cathcart Construction Company – Florida, LLC for the Carver Heights Stormwater Improvements project; and providing an effective date.**

**ADOPTED RESOLUTION 12,225**

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

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

Mayor Berry requested comments from the Commission and the audience.

Mayor Berry asked what area would be addressed for the stormwater; is it one specific area? **CM Minner** said this is the Talladega, Alabama, and Tuskegee area. **Mayor Berry** asked if that was the flooding from the Milton storm. **PWD Kelsey** responded, Yes. **CM Minner** asked PWD Kelsey to provide a quick debrief on what the design concept includes and how we are trying to address it. **PWD Kelsey** said we hired a consultant to come in, and they did a drainage basin study of the area. They saw where all the storm water was going to be collected, developed a storm water retention pond and some swales to redirect all the storm water so we would not have flooding in those houses in that area. **Mayor Berry** questioned if there was any concern as far as the time frame for this project. **PWD Kelsey** replied, No, ma'am. The period of performance in the contract will allow the contractor to execute the project in a timely manner, and we will hold them to that and not assess liquidated damages. **CM Minner** said it calls

for six months. **PWD Kelsey** agreed. It is a six-month contract and, hopefully, we complete it quicker than that, but contractually they have to get it completed in six months.

The roll call vote was:

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

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

**C. RESOLUTIONS:**

**1. None**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

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**A. SECOND READING OF ORDINANCES:**

**1. An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)**

**ADOPTED ORDINANCE 26-15**

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 Berry requested comments from the Commission and the audience.

Planning and Zoning Director (PZD) Dan Miller said this is for the Tara Oaks community development district dissolution. The community development districts are established under chapter 190 of Florida statutes. They are there for funding, financing, acquisition, and establishment of various infrastructure such as security, recreation, parks, and other purposes. In 2021, the city of Leesburg approved a CDD for

the Tara Oaks area under Ordinance 21-17. Tara Oaks is located west of County Road 468 and south and east of Lewis Road in the north-west portion of the city. At the April 13 commission meeting, the question arose as to why there is a request to dissolve the CDD. The representative for this action, Mr. Jere Earlywine, is present, and the information we received from him is that this property is family owned and was split into two ownership interests. There was a death in the family and, as a result of the passing, the development within the CDD has stalled to where they are not moving forward at the moment. PZD Miller pointed out that the planned unit development zoning does require the developer to pay for all streets and utilities and, as the CDD is just a funding mechanism, it does not impact the city or incur any debt or liabilities to the city. It is also anticipated that the applicant will have to seek to establish a new CDD when the project resumes. Again, no impact on the city's land development regulations or comprehensive plan. In Ordinance 19-17, the PUD zoning, there is a section, I believe it is section 11-F, for maintenance, and that was part of the concern from the last meeting. The city of Leesburg will not be responsible for the maintenance or repair of the roads or transportation improvements. That is a hard statement there. The permit shall establish an appropriate legal entity that will be responsible for paying the cost and performing the services to maintain the roads and transportation improvements. In staff's interpretation, that means that you have to do something such as a CDD in order to pay for those. There is still the possibility that the development could eventually plat what could eventually dedicate those streets to the city, but they have to do that through a plat which gives the city the choice to accept or not accept that dedication. Mr. Jere Earlywine of the Kutak Rock legal firm in Tallahassee is here to answer any other questions.

**Commissioner Pederson** asked staff if this was still unimproved. Did they start the construction of roads and so forth? **PZD Miller** replied they have done a lot of work in there; tree cutting and clearing of the property. **CM Minner** added that he would label it as rough-cut in. **Mayor Berry** said, you cannot drive through there, the road is still buckling.

**Commissioner Burry** asked Dan if you stated the PUD requires them to basically have a community development district, an HOA, or a mechanism that would fund the roads. **PZD Miller** replied that generally a CDD is the better way to handle it. **Commissioner Burry** asked then why am I throwing out a CDD in order for them to do anything, if they have to have one? **PZD Miller** asked Mr. Earlywine to answer the question. **Jere Earlywine**, Kutak Rock, said his firm represents a little over 400 of the thousand plus CDDs in Florida, and has been doing this for over 20 years, since early 2000. He does not think the city of Leesburg has experienced this before. We have a CDD coming back to dissolve and, frankly, it does not happen very often. It happened a couple of times during the great recession and there is a statutory provision that speaks to it, which basically says if you do not have any assets, and you have not gone anywhere with your project, you can come back and ask the city to dissolve the CDD, or it can administratively dissolve. The reason you would do that is because if the project is really sitting around for a long time and nothing is really going on, the CDD is not doing anything, it administratively costs money to run the CDD. So, you are spending money for no reason. And then, secondarily, there is also a time clock on the CDD of about six years before it is supposed to be turned over to residents, and it shortens up how much time the developer really has to do the development with the CDD. This CDD was established back in 2021, and has been sitting for five years, with not having anything happen. Here we do not have a recessionary environment, but we have a family that went through a tragedy, death in the family. There were two brothers that owned the project, it split, and then a niece stepped in. They did a boundary member for that, so, the piece on the east is under development with her interest. Then Syed has his piece that has not really moved forward other than the clearing you guys were talking about. But his understanding is that there are no real hard assets there; no road, no pipes. **CM Minner** said there is pipe, he is positive there is gas pipe in the ground. **Mr. Earlywine** asked if that is on the east side, owned by the niece, or the west side part? **CM Minner** replied he was not sure. It is not charged, but the pipe is there. **Mr. Earlywine** said he thinks the east part is under development but the part that he retained, which is a western piece, he understands they have done some clearing, but there is no other construction.

Bottom line, the developer has an incentive to establish and have a CDD. If they are going to run the project, they are incentivized to come back and do that. The PUD does allow an alternative. Because this has been sitting around for so long, they would need to do a new one anyway because they need to restart the time clock. The best way to do that is to dissolve it and then come back to reestablish it. Because there are administrative expenses and the CDD has not done anything, does not have any assets, he will probably opt to administratively dissolve it, which is not quite as clean. **Commissioner Connell** said he is a little confused about what side we are talking about. This is the same subdivision, correct? **Mr. Earlywine** replied it was originally, but they split it in two because one of the brothers passed away, and his niece inherited his interest, and she has a different vision. A boundary amendment was done a couple of years ago, the project split, and it is his understanding that the niece has actually been able to move forward. **Commissioner Connell** asked if they both had the same subdivision name, Tara Oaks? **Mr. Earlywine** responded that they may have the same subdivision name, but they are not being developed at the same time or in the same way. **Commissioner Connell** asked if Tara Oaks East has a CDD in place? **Mr. Earlywine** answered it does not. There are advantages to the city and advantages to the developer in having a CDD, but we have already used up our time clock. It costs them money and there is no reason to continue keeping it in place. **Commissioner Burry** asked if both the east and the west are in the CDD. **Mr. Earlywine** answered no, the eastern piece. They did a boundary amendment to exclude her parcel from the CDD about two years ago. **Commissioner Pederson** asked Dan if the PUD requires a CDD or an HOA? **PZD Miller** responded that the CDD wording requires some form of legal mechanism to fund these things. From staff's perspective, you wipe the slate clean, let the family air out their own issues, and then come back to start it over and everybody will get what they are looking for. **Commissioner Reisman** asked why not just bring both a new CDD back to us at the same time as we dissolve this one? **Mr. Earlywine** replied that does happen from time to time, but here they do not know yet what they are doing with that other piece. It does not make sense to start the clock over again and spend the money when CDD does not own or has not done anything. **Commissioner Reisman** asked Dan if this PUD had an expiration date on it? **PZD Miller** said it has been substantially commenced, so it is past that. **CA Watson** said you mentioned an alternative dissolution method and asked if you could dissolve it on your own. Why would you choose coming to the city over that process? **Mr. Earlywine** answered that the other way to dissolve it is basically to let the CDD sit there for a period of time when no meetings are held, that gets listed at the state, and then you file something with DEO and it gets dissolved. Again, that is only if the city does not have any assets and no obligations, which is their case. This is a much cleaner process. **Mayor Berry** asked if this is holding up any further building in the area for residents? **PZD Miller** replied no. **Commissioner Connell** asked Mr. Earlywine, Is it your understanding that there are no utilities or anything on the west side? **Mr. Earlywine** agreed. **Commissioner Connell** asked staff if there is gas piping already in the ground in the west portion of Tara Oaks. **CM Minner** said there is gas piping; he does not know which side. We know gas piping was installed, it is not connected to the city system, we do not have ownership of it. We have some refuse to connect issues because it has not been maintained since being installed. So, even if there is pipe in the ground, we would not take it and kind of the last step, for lack of better words, before they went dark, the gas department had some issues with that, and they were letting the developer know we have some significant issues with the infrastructure they installed. **Commissioner Pederson** added they said six years, and we are five years into it. He does not see any downside to the city. **Mayor Berry** said we have been waiting a long time on this. The last time she was out there, the roads were buckled, and you could not go any further except from the main road. **CM Minner** thinks this request is indicative of a subdivision that is not ready to be developed. They started development, they cleared the land, did rough cuts, put in some gas infrastructure and everything has sat for years. They are basically still in a position where they need to start anew. He would say that there is no infrastructure in the PUD that the city would accept. This is a troubled subdivision. **Mr. Earlywine** said in his conversation with his client, he wants to put it on the record, that his part within the CDD has not started infrastructure development.

The roll call vote was:

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

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

**B. FIRST READING OF ORDINANCES**

- 1. An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)**

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

Mayor Berry requested comments from the Commission and the audience.

PZD Miller said this request is for an ordinance amending the boundaries of the existing Grace Groves Community Development District, which was established pursuant to Ordinance 24-33. This property is also known as the Bar Key property, generally located south of Dewey Robbins Road, east of Bridges and U.S. Highway 27. It has approximately 1,700 units and 739 acres. The request is to reduce from 739 plus or minus to about 690; a reduction of 39 acres. The reason for this request is that, believe it was in 2025, the Florida Department of Transportation purchased some land for the purpose of creating a retention area that is involved with some roadway upgrades. Do not remember if that is on US 27 or the turnpike. All they are doing in this case is asking to realign the CDD boundaries. It has no effect on anything else but is due to an outside factor which they could not control.

Mayor Berry said this would lay over to the May 11th meeting.

**C. NON-ROUTINE ITEMS:**

- 1. None**

**D. U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY:**

- 1. Resolution of the U.S. Highway 441/27 Community Redevelopment Agency (U.S. 441 27 CRA) of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date.**

**ADOPTED RESOLUTION 55**

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Reisman thanked Dan, Kandi, Dianne and their team for all the hard work on the façade, sign and landscape grants.

The roll call vote was:

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

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

**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 had no reports or comments this evening.

**9. CITY MANAGER ITEMS:**

CM Minner had nothing.

**10. ROLL CALL:**

**Commissioner Connell** had nothing.

**Commissioner Burry** had no further comment.

**Commissioner Peterson** said at the last meeting, Mr. Mario Nappa stood at the podium and, quoted me

about the discussion of Lake Bright-Brighurst, and I challenged him and told him that was an inaccurate statement. He does not remember his exact words. Think it was, I assure you; I did not say what he said. And it was Mr. Nappa's comment that made me look like I really do not care about growth in the city. My point here is I am going to quote, to read again what was said and then I am going to read what I said. Then I am going to play a short video that he said he would send me, but he did not. And if I have the wrong video, Mr. Nappa, please send me the correct video. But he referenced a video when I was mayor in 2022, and I am pretty sure this is the sit-down interview. So, here is what was said in the meeting that stirred me up. Mr. Nappa said quote Mayor Pederson said quote we build the houses then we worry about the roads and I quickly objected. Here is what I said in this 30-minute interview. The interview was longer, but this portion was a minute and a half. What I said was, and it will flow in the video, is that our state builds the roads after development. I wish it was the other way around and that still needs to be heard in context with the whole video. So, I am going to ask that they play the video for me right now, but needless to say, I feel like it was an attack on my character. I feel like it made me look like I do not care.

Video:

Lake County that is growing, it is a huge hot topic here. Question asked by the interviewer: How do you feel that Leesburg is poised for growth now and in the future?

Commissioner Pederson's response: Boy, first of all, you know, people are coming to our state. You know, right or wrong, they are coming to our state. They are coming to Lake County. They are coming to Leesburg. I am proud of the fact that developers want to develop here, people want to relocate here, and we have approved a lot of subdivisions. I am not sure every one of them will come to fruition, but it has been a lot of growth, and I am noticing the traffic. I am starting to hear, you know, for the first time, you know, people bending my ear about the traffic. So, now we are going to have to look at more of a balancing act. I am not sure what the answer is. I do not think you are going to slow it down. People want to live in Florida, and it is just a great state, and they want to come here. So, I have been, it is fair to say, I have been a pro-growth commissioner. I have turned down some developments over inadequate roads. Our state builds the roads after development. I wish it was the other way around. I do understand that more and more as I sit in this role, but we are going to continue to grow. We are having to find ways to manage that. And we are going to have to improve our roads. I mean, I do not think we can stop it in this state, but it is good for Leesburg. I started with this, and I will close with this. I am just glad that this many people want to come live in Leesburg.

Video ended.

Commissioner Pederson continued to say that some people told him he should not draw attention to this, but he just thought that comment was a completely inaccurate statement, and he is going to read them again. To me, there is no comparison from quote, "We build the houses, then we worry about the roads." I do not see how you can take that in from our state builds the roads after the development. I wish it was the other way around. So, I'll stop right there. **Commissioner Pederson** ended by saying just like it was a personal attack, and it is with the no-growth controversy we deal with as commissioners today; it is tough enough. I do not need inaccurate quotes and statements that were made by me.

**Commissioner Reisman** thanked the city of Leesburg's special events and staff for all the hard work on Bikefest this weekend. It was a successful and, in his opinion, had some record numbers on Saturday for all the years that he has been helping out. So, kudos to Leesburg Police Department, the fire department, all the outside agencies, special events, and public works months before, during, and after. Thank you to all them. We hosted our Arbor Day tree giveaway with Public Works and Leesburg in Bloom last week. Thanks to Cherry Lake Tree Farm, they donated the 250 trees that we handed out. That was a good

turnout. Then on May 16th at USB in South Leesburg, I believe, from 10:00 a.m. to noon, the Leesburg Police Department is hosting a shred event. You can bring your documents and get them shredded.

**Mayor Berry** said it was a great weekend for the city. Kudos to all who worked at BikeFest. It was major compliments as you walked through town. Everyone saying how nice, how safe they felt, and glad to be here learning the history of Leesburg. Kudos to everyone, the police department, the fire department, all city staff for the great job and to the event planners and all the volunteers. There were several out there.

**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 Burry, the meeting adjourned at 6:15 p.m.

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, MAY 11, 2026 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, May 11, 2026, at Leesburg City Council Chambers. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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**

Mayor Berry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

**2. PROCLAMATIONS:**

**A. Proclamation of May as Historic Preservation Month**

Mayor Berry read a proclamation proclaiming May as Historic Preservation Month. The proclamation was accepted by Sanna Henderson and Vickie Lingerfelt.

**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. Please note that issues raised during this time will not be discussed**

**in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!**

Candance Chapman, executive and founder of Virginia Samuels Cares Incorporated, PO Box 492032, was present to bring awareness to the Virginia Samuels Cares Day, May 16th. They will be celebrating mental health and stroke awareness, in the name of her grandmother, Virginia L. Samuels. The event will be held at the Resource Center, 1041 CR 468, from 3:00 p.m. to 6:00 p.m. and it is free to the community. There will be bounce houses, face painting, and speakers. They will speak on stroke prevention, lung cancer prevention, and mental health. They are going to help people have healthier lives and have fun doing it. Hope everyone can come out and join us.

Bridget Washington, 1011 East North Boulevard, asked, What is in a name? Her last name by marriage is Washington. However, what inspires her husband and herself to make Leesburg a better place is the names of her forefathers, grandparents, and cousins; the Coleman's, the Morris's, and the Dabney's. These families have been a part of Lake County since the late 1800s. With that legacy in mind, those names fuel our commitment to ensuring that Leesburg leadership is truly serious and sincere about improving the quality of life for the entire community, not just for a select few. Leesburg is now their home. They have lived in Miami, FL, Atlanta, GA, and the Middle East. However, when she thinks of home, she thinks of Leesburg as a home that is currently out of order. They had to repair, discard items that were damaged, destroyed, outdated, or no longer usable. As a retired educator, 42 years, she has found that the use of analogies often makes it easier for individuals to comprehend information. So, if you will, picture Leesburg as a house in need of repair and city agencies as the systems that must work properly to keep it safe and livable. Code enforcement, law enforcement, and solid waste management need an honest assessment, higher standards, and consistent professionalism. Change is in order if the house is going to be in order. Her family roots in Lake County go back to the late 1800s, so, this is personal for them and urgent. They are expecting measurable action, clear accountability, and real improvement. They will work to continue bringing things to your attention for as long as it takes until this house feels home. Not just for them, but everyone in Leesburg.

**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.**

**Items pulled for discussion:**

**5B1 Task Order Halff Associates — Palm Harbor**

**5B3 Task Order Halff Associates — Cutrale Wastewater Treatment**

Commissioner Reisman moved to adopt the Consent Agenda except for 5B1 and 5B3, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes

Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	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. None**

**B. PURCHASING ITEMS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates Inc., for Palm Harbor Drive Bridge Rehabilitation and Repair Design Services; and providing an effective date.**

**ADOPTED RESOLUTION 12,226**

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

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

Mayor Berry requested comments from the Commission and the audience.

**Commissioner Connell** said he spoke with the city manager earlier about this, and it is his understanding that they are going to do a study to tell us what is wrong with the bridge. **CM Minner** asked Cliff for a brief explanation. **Public Works Director (PWD) Cliff Kelsey** stated how this resulted was a boater went under the bridge and saw some damage to the head wall. Then we also had a pedestrian go over, saw some erosion, and some drainage issues that were sacrificing the seawall. We had a bridge inspector come out, take a look at it, and they put together a report. Staff read the report and asked, "What are the next steps?" They said we needed to get a bridge engineer to design a fix for this. We reached out to FDOT because we do not have a lot of bridges in the City of Leesburg. We asked who they recommend, and Halff is the only local bridge design engineer in the area. We reached out to Halff for a proposal to implement the fixes that the bridge inspector discovered and give us an engineer drawing so that we can repair the bridge properly. **CM Minner** inquired, so this is the design? **PWD Kelsey** agreed. **CM Minner** said this will help us with the design bid build on which we have designed. **Commissioner Connell** asked if this would cover the A to Z on the plans. **PWD Kelsey** replied Yes sir.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Commissioner Connell	Yes

Mayor Berry                      Yes

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

2.        **Purchase request by the Public Works Fleet Department for one (1) new 2027 Kenworth T880, Cab and Chassis Truck 952,000 lbs., (4x6) from Florida Kenworth, LLC utilizing the Florida Sheriff Association, Contract No. FSA25-VEH23.0, for a total purchase cost of \$183,385.00.**
  
3.        **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates Inc., for the Cutrale Wastewater Treatment Plant Evaluation; and providing an effective date.**

**ADOPTED RESOLUTION 12,227**

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

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

Mayor Berry requested comments from the Commission and the audience.

CM Minner updated the Commission on discussion with Cutrale regarding the potential future purchase of unused wastewater facilities, including an effluent site and former treatment plant. He explained that the City's current 9 MGD water and wastewater capacity is projected to meet demand until approximately 2035–2040, but long-term planning is needed as growth continues and the City's CUP comes under review by 2030. The requested approval is for a \$70,000 engineering evaluation by Halff Associates to determine whether the facilities could be repurposed for City use, estimate rehabilitation costs and capacity, and provide a fair market value estimate. The study could help the City avoid significantly higher future expansion costs that may otherwise exceed \$100 million. **Commissioner Connell** questioned spending \$70,000 before knowing whether the property is definitively for sale or what price Cutrale may seek. He said the evaluation would make more sense during a formal due diligence period after pricing and availability are known. **Mayor Berry** asked whether additional repairs or upgrades would be necessary to conduct testing and whether other potential buyers were pursuing the property. **CM Minner** responded that future retrofit, design, and infrastructure costs would likely be required and acknowledged that there could be outside interest, although Cutrale had not indicated an imminent sale. **Commissioner Pederson** clarified that the discussion involved only Cutrale's wastewater-related facilities and not the entire processing campus. He was not overly concerned about another buyer acquiring the property soon and supported obtaining more information about the facility's potential value and usefulness, while recognizing the risks involved. **Commissioner Burry** stated he shared concerns about the \$70,000 cost but felt the City needed reliable information before making any future purchasing decisions. He also noted the study would provide data necessary to evaluate whether the investment would ultimately benefit the City. **PWD Kelsey** explained the evaluation would take approximately 90 days and would include comparative cost estimates showing the expense of adapting the Cutrale facility versus constructing equivalent wastewater capacity elsewhere. The study would still provide valuable long-term planning information for the City even if the property is ultimately not acquired. **Commissioner Reisman** supported the proposal, describing the study as a relatively small investment

that could potentially save future taxpayers and commissions tens of millions of dollars in future wastewater infrastructure costs.

The roll call vote was:

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

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

**C. RESOLUTIONS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Satisfaction of Mortgage for property located at Lot 111, Overlook at Lake Griffin, 2120 Nicollett Way, owned by Kendria Williams as part of the Neighborhood Stabilization Program; providing an effective date of May 16, 2026.**

**Adopted Resolution 12,228**

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Gary and Holly Gray Family Trust dated July 29, 2025, joined by Citizens First Bank; and providing an effective date.**

**Adopted Resolution 12,229**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

**During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.**

**A. SECOND READING OF ORDINANCES:**

- 1. An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)**

**ADOPTED ORDINANCE 26-16**

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 Berry requested comments from the Commission and the audience.

Planning and Zoning Director (P&ZD) Dan Miller presented a request to reduce the size of the CDD associated with the former Bar Key development property located south of Dewey Robbins Road and east of Bridges Road on U.S. Highway 27. **PZD Miller** explained the original CDD encompassed approximately 730 acres for a planned development containing 1,700 residential units and commercial areas. The request would reduce the CDD boundary by approximately 40 acres after FDOT acquired land in 2025 for roadway improvements and stormwater retention related to Turnpike upgrades. This adjustment was intended to realign the CDD boundaries to reflect the current property ownership and noted the City has approved similar boundary modifications in the past. He further confirmed the reduction would not affect the number of approved residential units and that the development would still meet green space requirements, with only a minimal density increase. **Commissioner Connell** asked whether the reduction was essentially required due to FDOT's acquisition of the property and questioned whether the acreage reduction would impact the number of homes or green space requirements within the development. He also confirmed with staff that much of the affected property was not considered developable land. **CM Minner** explained the acreage in question had always been a small, less developable portion of the site that had not been planned for active development. The property owners had previously discussed potential recreational use with the City before FDOT acquired the land for transportation improvements.

The roll call vote was:

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

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

**B. FIRST READING OF ORDINANCES:**

- 1. An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)**

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

Commissioner Reismann made a motion to approve the ordinance and Commissioner Pederson seconded the motion.

Mayor Berry requested comments from the Commission and the audience.

PZD Miller presented a request to expand the boundaries of an existing Community Development District (CDD) located east and west of County Road 33 and south of the Florida Turnpike. He explained the current CDD includes the Preservation Place subdivision and Banning Ranch Phases 1 and 2. The request would add the Tierra Vista subdivision and Banning Ranch Phases 3, 4, and 5, increasing the CDD from approximately 441 acres to 1,143 acres. The expansion would consolidate all related developments under one CDD since they share the same developer. He noted that the request would not change approved densities, zoning standards, or development entitlements and was strictly a boundary realignment. **Commissioner Connell** asked whether all subdivisions and phases included in the expansion had already received approval and questioned whether roads within the developments could potentially be maintained by the CDD as part of the PUD process. **PZD Miller** confirmed all subdivisions had already been approved. **CM Minner** clarified the City had not prohibited the dedication of roads within these developments through the platting process, noting that the City had only specifically prohibited that arrangement in the previously approved Brighurst development. **Mayor Berry** asked when the item would return for further consideration. **PZD Miller** responded that the next reading was scheduled for June 22nd and explained the applicants must complete certain advertising requirements before that meeting.

**C. NON-ROUTINE ITEMS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida appointing the Lake County (unincorporated) Residential customer to the Leesburg Electric Advisory Board; and providing an effective date.**

**ADOPTED RESOLUTION 12,230**

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

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

Mayor Berry requested comments from the Commission and the audience.

The roll call vote was:

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

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

**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:**

No report.

**9. CITY MANAGER ITEMS:**

No report.

**10. ROLL CALL:**

**Commissioner Connell** — No report

**Commissioner Burry** — No report

**Commissioner Pederson** – Tonight we approved the downtown parking, and it is his understanding that they are going to demolish the partnership / center of the arts building possibly next week. **CM Minner** said it would start in June. **Commissioner Pederson** added that at least it is in the works, and it will increase our parking from a little over 100 to over 200 parking spots. It is going to be great for downtown.

**Commissioner Reisman** – Reminded everyone that tomorrow is the home dedication for the Penn Street Habitat for Humanity home. Hopefully everyone will come out. Then on Saturday we have a couple of events. At the community garden, he thinks it starts at 8:00 a.m., we are going to be building some more things there. And, then at 10:00 a.m. is the Leesburg Police Department shred event in South Leesburg at USB.

**Mayor Berry** – Look out for turning the city of Leesburg purple. The Rotary Club at noon will be celebrating their hundred years of service here in the city. In the month of June we will be lighting up the city of Leesburg with purple colors. More details to come. June 1st, we are celebrating downtown, and on June 27th, there will be a 5k walk downtown. She encouraged everyone to please participate and spread the word.

CC Purvis introduced our new Deputy City Clerk, Andrea Clark, to the Commission. It is great to have her.

**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 Burry, the meeting adjourned at 6:22 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.1.

**Meeting Date:** May 26, 2026

**From:** Corey Goepfert, (Gas 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 Blackwater Construction Services, LLC for the Leesburg Gas Department Building Improvement project (IFB 26-011-HG); and providing an effective date.

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### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with Blackwater Construction Services, LLC for the renovation of the City's building at 2116 Griffin Road (Knights of Columbus) for a contract amount not to exceed \$5,060,954.30, which includes the contract amount of \$4,634,769.30 and a contingency of \$426,185.00.

### **Analysis:**

The purpose of this project is to enhance the efficiency, effectiveness, and long-term operational capacity of the City's Gas Department operations. This project includes building renovations, construction enhancements, and associated site improvements designed to expand operational capacity, modernize existing infrastructure, and support the long-term operational needs of the City's Gas and Electric Department.

### **Procurement Analysis:**

On April 15, 2026, the Procurement Division publicly opened and read aloud the submittals received for Invitation for Bid (IFB) No. 26-011-LK, Leesburg Gas Department Building Improvement. The Procurement Division reviewed all submittals for responsiveness, and staff from the Gas Department and Public Works Department evaluated the bids for conformance with the requirements of the solicitation. Based on this review, Blackwater Construction Services, LLC was determined to be the lowest responsive, responsible, and qualified bidder. A summary of the bid results is provided below:

**SUMMARY OF BIDS**

<b>Vendor</b>	<b>Bid Amount</b>
Blackwater Construction Services, LLC	\$5,060,954.30
Saboungi Construction, Inc.	\$5,179,644.00
GSB Construction & Development, Inc.	\$5,225,195.00
Tallen Builders, LLC	\$5,278,685.00
S. A. Casey Construction, Inc.	\$5,290,000.00
Rycon Construction, Inc.	\$5,345,830.00
Mulligan Constructors, Inc	\$5,366,777.00
Kingdom Construction Services, Inc.	\$5,435,000.00
D. E. Scorpion Corporation	\$5,457,007.00
Mark Cook Builders, Inc.	\$5,551,095.00
Poli Construction Inc.	\$6,071,325.00

Information: Document Takers (#): 148. Submittals Received (#): 11

**Options:**

1. Approve award of IFB 26-011-LK and approval of the resolution authorizing execution of the agreement with Blackwater Construction Services, LLC; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The current Gas Capital Projects Budget includes \$825,742.00 for the Gas Operations Building. A budget adjustment will be processed to increase the Gas budget by \$4,500,000.00 bringing the total budget to \$5,325,742.00. This total budget includes funding for the contract with Blackwater \$5,060,954.00 and an additional \$264,788.00 for furniture, fiber relocation and other miscellaneous project costs. The additional funding of \$4,500,000.00 will come from a transfer from the General Fund (City Clerk Storage) of \$1,500,000.00 and the remainder from the Gas Fund or \$3,000,000.00.

Account No. 042-2099-532-6210  
Project No. 420007  
WF No. WF1637396  
Requisition 58463  
Budget \$1,050,000.00  
Available \$825,742.00



**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 BLACKWATER  
CONSTRUCTION SERVICES, LLC FOR THE LEESBURG GAS  
DEPARTMENT BUILDING IMPROVEMENT PROJECT (IFB 26-011-HG);  
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 Blackwater Construction Services, LLC, whose address is 3403 NW 97th Boulevard, Suite 20, Gainesville, FL 32606, for Leesburg Gas Department Building Improvement, IFB 26-011-LK.

**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 26th of May 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACT  
Contract No. AB26011  
LEESBURG GAS DEPARTMENT BUILDING IMPROVEMENT

**THIS AGREEMENT** is made as of the 26<sup>th</sup> days of May in the year 2026, 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 **Blackwater Construction Services, LLC**, whose address is 3403 NWS 97<sup>th</sup> Blvd Suite 20, Gainesville, FL, 32606 (hereinafter referred to as the "CONTRACTOR").

**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 following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 26-011-LK, Leesburg Gas Department Building Improvement; and
- c. CONTRACTOR response to IFB 26-011-LK-HG included as Exhibit 'A'; and
- d. All addendums; and
- e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Leesburg Gas Department Building Improvement.**" to the CITY as listed in Invitation for Bid 26-011-LK. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$4,634,769.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Contingency Usage.** The CONTRACTOR shall not access, obligate, or expend any Contingency funds without the CITY's prior written authorization, which may be granted or withheld at the CITY's sole discretion. As a condition precedent to reimbursement or approval of such expenditures, the CONTRACTOR shall maintain and submit to the CITY a complete and accurate log of all Contingency fund usage, together with full supporting documentation, including but not limited to receipts, contracts, invoices, and written communications, sufficient to verify, itemize, and justify each expenditure. Failure to comply with these requirements shall constitute a material breach of this Agreement and may result in denial of reimbursement and any other remedies available to the CITY.

5. **Labor and Materials.** The CONTRACTOR 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 inspection and approval of the CITY's representative.

6. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

7. **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 CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

8. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **ONE HUNDRED AND EIGHTY (180) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

9. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **ONE THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS (\$1,685)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

10. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be 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:

- a. Rating: 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.
- b. 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 Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

11. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR 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 CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

12. **Termination for Default.** If, through any cause, the CONTRACTOR 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," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) 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 CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided

by the CONTRACTOR for failure of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

13. **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.

14. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR 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 CONTRACTOR 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 subcontractor's 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 CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
  - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement 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.
  - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR 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 Contractors, Contractual liability covering the agreement, Contract or lease, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

15. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR 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.

16. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY 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 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 CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR 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 conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

17. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

18. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

19. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

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

21. **Public Records Retention.** CONTRACTOR 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 CONTRACTOR herein. CONTRACTOR 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. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR 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 CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

22. **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 CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

23. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working

solely for the CONTRACTOR, 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 CONTRACTOR 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.

**24. Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, 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 shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or 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 terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR 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.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

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.

**25. 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 CONTRACTOR (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 CONTRACTOR 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 CONTRACTOR.

26. **Independent Contractor.** The CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

27. **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.

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

29. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR:           Blackwater Construction Services, LLC  
Derek Dykes, President  
3403 NW 97<sup>th</sup> Blvd, Suite 20  
Gainesville, FL 32606  
352-644-3453  
[derek@blackwatercsllc.com](mailto:derek@blackwatercsllc.com)

If to City of Leesburg:       City of Leesburg  
Hosea Goodwyn, Procurement Manager  
501 West Meadow Street  
Leesburg, Florida 34748  
352-728-9880  
[hosea.goodwyn@leesburgflorida.gov](mailto:hosea.goodwyn@leesburgflorida.gov)

30. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

31. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents

to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

32. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR 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 CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

33. **Disclosure of Conflict.** The CONTRACTOR 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 CONTRACTOR and his duties under this Agreement.

34. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

35. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

36. **Employment Eligibility.** The CONTRACTOR is 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 CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

37. **Illegal Alien Labor** - CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR 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 CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

38. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

39. **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.

**BLACKWATER CONSTRUCTION SERVICES, LLC**

By: \_\_\_\_\_

Printed: Derek Dykes

Its: President  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Allyson E. Berry, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Watson, City Attorney

Blackwater Construction Services LLC  
 Leesburg Gas Dept  
 Schedule of Values

General Conditions and Staffing	\$	269,710.00
Site work	\$	754,289.00
Concrete	\$	226,000.00
Masonry	\$	185,894.00
Metal Panels	\$	200,000.00
Wood trusses	\$	25,100.00
Pole Barn	\$	64,000.00
Roofing	\$	260,000.00
Structural Steel	\$	344,820.00
Storefronts	\$	112,000.00
Interior Doors and Hardware	\$	123,375.00
Drywall and Framing	\$	356,880.00
Insulation	\$	32,128.00
Acoustical Ceiling	\$	18,843.00
Painting	\$	62,334.00
Flooring	\$	40,000.00
Sealed Concrete	\$	14,760.00
Flagpole	\$	10,500.00
Roll up Doors	\$	13,500.00
Signage	\$	8,500.00
Restroom Specialties	\$	42,760.00
Casework	\$	53,000.00
Plumbing	\$	69,200.00
Fire Protection	\$	49,260.00
HVAC	\$	305,000.00
Electrical-Fire Alarm-Data	\$	525,000.00
Generator	\$	50,000.00
Lightning protection	\$	45,000.00
SUBTOTAL	\$	4,261,853.00
CONTINGENCY	\$	426,185.30
Bond	\$	100,837.00
Insurance	\$	36,187.00
Permitting	\$	20,000.00
OH&P	\$	215,892.00
Total	\$	<del>5,060,769.00</del>

Revised total \$5,060,954.30 - HHG

Contingency: (\$426,185.00)

Contract Amount: \$4,634,769.00

**Exhibit 'B'**  
**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 CONTRACTOR 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 ensure 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 CONTRACTOR 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. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Procurement Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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.

1. **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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 ensure 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. TEMPORARY TRAFFIC CONTROL (TTC)**

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

The CONTRACTOR 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 TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

## **8. PROTECTION AGAINST POLLUTION**

The CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR prior to actual beginning of work. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR 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 CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS 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 CONTRACTORS or authorities will result.

## **12. PROJECT COORDINATION**

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

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

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

The CONTRACTOR 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**

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR 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. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR 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**

CONTRACTOR 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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, 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 CONTRACTORS' risk.

## **15. CONSTRUCTION SUPERINTENDENT**

CONTRACTOR 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 CONTRACTOR.

## **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 CONTRACTOR must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

## **17. SUBCONTRACTS**

The CONTRACTOR 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 CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- 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 CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR 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 CONTRACTOR the order of completion of the work.

#### **20. MATERIALS AND EQUIPMENT SCHEDULES**

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR 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. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)**

Should CONTRACTOR 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 CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR 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 attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
  - iv. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
- i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
  - ii. 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 CONTRACTOR'S responsibility.
  - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall proceed.
  - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. 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

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR 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 CONTRACTOR**

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR 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 CONTRACTOR has satisfied CONTRACTOR'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.

CONTRACTOR 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 CONTRACTOR has satisfied CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

### **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 CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR 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 CONTRACTOR. If the CONTRACTOR 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 CONTRACTOR.

### **32. THE CITY'S RIGHT TO DO WORK**

If the CONTRACTOR 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 CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR'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 CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR.

### **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 CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR agrees, CONTRACTOR 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. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR 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 CONTRACTOR, 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, it’s 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 CONTRACTOR 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 CONTRACTOR.

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

After CONTRACTOR 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), CONTRACTOR 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, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR 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 CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR'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 CONTRACTOR 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. CONTRACTOR'S CONTINUING OBLIGATION**

CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.

#### **43. COMPLETION OF WORK**

The CONTRACTOR 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 CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall complete all cleaning operations before requesting final inspection.

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

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR 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 CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR 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 CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

#### **47. GUARANTY**

CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years 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 CONTRACTOR 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 two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

#### **48. INDEMNITY**

The CONTRACTOR 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 CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTORs, 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 CONTRACTOR shall afford other CONTRACTORs 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 CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR 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 CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To ensure the proper execution of his subsequent work, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR 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, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

#### **55. CONTRACTOR'S UNDERSTANDING**

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will in no way relieve him from responsibility.

#### **57. SALES TAX**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR'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 CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **60. SAFETY AND PRECAUTION**

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR 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.

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR (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 CONTRACTOR). CONTRACTOR'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 CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

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

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 ownership 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

### **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: CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR, 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 CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

#### **65. SUBSTANTIAL COMPLETION**

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR 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 CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR 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. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR 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, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR (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 CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR'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 CONTRACTOR from CONTRACTOR'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 CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, 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, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to CITY.

If CONTRACTOR 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 CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, 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 CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR'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 CONTRACTOR but which are stored elsewhere. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's defective Work. CONTRACTOR 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. 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 CONTRACTOR 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.

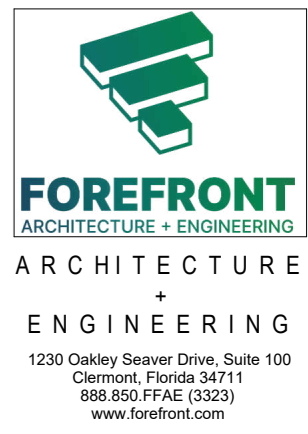
The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

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.]

# CITY OF LEESBURG GAS OPERATIONS CENTER: MAIN OFFICE BUILDING



## PROJECT TEAM

<b>OWNER</b>  <p>306 S. 6TH ST. P.O. BOX 490630 LEESBURG, FL 34749-0630                  CONTACT: COREY GOEPFERT                  corey.goepfert@leesburgflorida.gov                  352-728-9840</p>	<b>ARCHITECT</b>  <p>CONTACT: LENNARD DAVIS                  lennard@ff-ae.com   888-850-3323</p>	<b>STRUCTURAL ENGINEER</b>  <p>CONTACT: CHRIS SMITH                  chriss@ff-ae.com   888-850-3323</p>	<b>MECHANICAL ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822                  CONTACT: PREETHI KUMARI                  pkumari@ingenuityei.com                  407-398-6007</p>	<b>PLUMBING ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822                  CONTACT: PREETHI KUMARI                  pkumari@ingenuityei.com                  407-398-6007</p>	<b>ELECTRICAL ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822                  CONTACT: PREETHI KUMARI                  pkumari@ingenuityei.com                  407-398-6007</p>
<b>CIVIL ENGINEER</b>  <p>1172 S. GRAND HIGHWAY CLERMONT, FL 34711                  CONTACT: JEFF BANKER                  jbanker@heifl.com                  407-484-7448</p>					

## SHEET SCHEDULE

REV. NO.	SHEET NAME	REVISION	REV. DATE
G-001	COVER SHEET		
G-002	CODE ANALYSIS		
G-003	LIFE SAFETY PLAN		
C-100	COVER SHEET		
C-101	GENERAL NOTES		
C-102	DEMOLITION AND EROSION CONTROL PLAN		
C-200	SITE PLAN		
C-300	GRADING AND DRAINAGE PLAN		
C-301	GRADING SECTIONS		
C-400	UTILITY PLAN		
C-500	FIRE SAFETY PLAN		
C-600	GENERAL DETAILS		
C-700	CITY OF LEESBURG STANDARD NOTES AND DETAILS		
C-701	CITY OF LEESBURG STANDARD NOTES AND DETAILS		
A-001	SPECIFICATIONS		
A-002	SPECIFICATIONS		
A-003	SPECIFICATIONS		
A-004	SPECIFICATIONS		
A-005	SPECIFICATIONS		
A-006	SPECIFICATIONS		
A-007	SPECIFICATIONS		
A-008	SPECIFICATIONS		
A-009	SPECIFICATIONS		
A-010	SPECIFICATIONS		
AS-101	SITE PLAN		
AD-101	DEMOLITION PLANS		
A-101	FIRST FLOOR PLAN		
A-102	SECOND FLOOR PLAN		
A-103	ROOF PLAN		
A-201	OFFICE EXTERIOR ELEVATIONS		
A-202	OFFICE EXTERIOR ELEVATIONS		
A-203	3D VIEW		
A-301	BUILDING SECTION		
A-302	BUILDING SECTION		
A-303	WALL SECTION		
A-401	FIRST FLOOR REFLECTED CEILING PLAN		
A-402	SECOND FLOOR REFLECTED CEILING PLAN		
A-501	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-502	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-503	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-504	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-505	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-506	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-507	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-508	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-509	ENLARGED PLAN AND INTERIOR ELEVATIONS		
A-510	STAIRS - ENLARGED PLAN AND SECTION		
A-511	STAIRS - ENLARGED PLAN AND SECTION		
A-601	DOORS, WINDOWS TYPE AND SCHEDULES		
A-701	ARCHITECTURAL DETAILS - WINDOWS/STOREFRONTS/DOORS		
A-702	ARCHITECTURAL DETAILS - ROOF		
A-703	ARCHITECTURAL DETAILS - WALLS		
A-704	ARCHITECTURAL DETAILS - CEILING FINISHES		
A-705	ARCHITECTURAL DETAILS - STAIRS		
A-801	ADA DETAILS		
A-802	ADA SIGNAGE AND DETAILS		
A-901	FINISHES PLAN - FIRST LEVEL		
A-902	FINISHES PLAN - SECOND LEVEL		
S001	STRUCTURAL NOTES		
S002	COMPONENTS AND CLADDING WIND PRESSURES		
S101	FOUNDATION PLAN		
S102	SECOND FLOOR & LOW ROOF FRAMING PLAN		
S103	ROOF FRAMING PLAN		
SD200	FOUNDATION DETAILS - MONO		
SD300	FRAMING DETAILS - FLOOR		
SD300	FRAMING DETAILS - ROOF		
M-001	MECHANICAL LEGEND, NOTES & ABBREVIATIONS		
M-002	MECHANICAL SPECIFICATIONS		
M-003	MECHANICAL SCHEDULES		
M-004	MECHANICAL SCHEDULES		
M-101	FIRST FLOOR PLAN - MECHANICAL		
M-102	SECOND FLOOR PLAN - MECHANICAL		
M-601	MECHANICAL DETAILS		
M-602	MECHANICAL DETAILS		
MD-101	DEMOLITION PLANS - MECHANICAL		
P-001	PLUMBING LEGEND, NOTES AND ABBREVIATION		
P-002	PLUMBING SCHEDULES		
P-101	FIRST FLOOR PLAN - PLUMBING		
P-102	SECOND FLOOR PLAN - PLUMBING		
P-301	ENLARGED PLANS - PLUMBING		
E-001	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS		
E-002	ELECTRICAL SPECIFICATIONS		
E-010	SITE PLAN - ELECTRICAL		
ED-101	DEMOLITION PLANS - ELECTRICAL		
E-101	FIRST FLOOR PLAN - ELECTRICAL		
E-102	SECOND FLOOR PLAN - ELECTRICAL		
E-401	ELECTRICAL RISER DIAGRAMS & PANEL SCHEDULE		
E-601	ELECTRICAL DETAILS		
E-602	ELECTRICAL DETAILS		
E-603	ELECTRICAL DETAILS		
TO.01.01	COVER PAGE		
TO.01.02	LEGEND PAGE		
T1.00.01	SITE PLAN		
T1.01.01	LEVEL 1 - OVERALL LAYOUT		
T1.01.02	LEVEL 1 - OVERALL RCP		
T1.02.01	LEVEL 2 - OVERALL LAYOUT		
T1.02.02	LEVEL 2 - OVERALL RCP		
T3.01.01	ELEVATIONS 1		
T3.01.02	ELEVATIONS 2		
TF.01.01	MOF - DISTRIBUTION FRAME DETAILS		
T6.01.01	DETAIL PAGE 1		
T6.01.02	DETAIL PAGE 2		
T6.01.03	DETAIL PAGE 3		
F-001	FIRE PROTECTION LEGEND, NOTES & ABBREVIATIONS		
F-010	SITE PLAN - FIRE PROTECTION		
F-101	FIRST FLOOR PLAN - FIRE PROTECTION		
F-102	SECOND FLOOR PLAN - FIRE PROTECTION		

## ABBREVIATIONS

ADDL	ADDITIONAL	MECH.	MECHANICAL
A.F.F.	ABOVE FINISH FLOOR	MTL.	METAL
A.F.G.	ABOVE FINISH GRADE	MEZZ	MEZZANINE
A.C.T.	ACOUSTICAL CEILING TILE	MIN.	MINIMUM
ALT.	ALTERNATE	MISC	MISCELLANEOUS
ALUM.	ALUMINUM	MLDG	MOULDING
ANCH.	ANCHOR	M.R.	MOISTURE RESISTANT MOUNTING
APPROX.	APPROXIMATE	MULL	MULLION
ARCH.	ARCHITECT	NOM.	NOMINAL
BRG.	BEARING	N	NORTH
BM	BEAM	N.I.C.	NOT IN CONTRACT
BTWN.	BETWEEN	N.T.S.	NOT TO SCALE
BLK.	BLOCK	NO.	NUMBER
BD.	BOARD	O.C.	ON CENTER
BTM.	BOTTOM	OH.	OVERHEAD
BLDG.	BUILDING	OPG.	OPENING
B.U.R.	BUILT UP ROOF	OPP.	OPPOSITE
CLG.	CEILING	O.D.	OUTSIDE DIAMETER
C.M.U.	CONC. MASONRY UNIT	P.T.	PRESSURE TREATED
C.T.	CERAMIC TILE	PTD.	PAINTED
C.O.	CLEANOUT	PML.	PANEL OR PANELING PARTITION
COL.	COLUMN	PART.	PARTITION
CONC.	CONCRETE	P.H.	PHYSICALLY HANDICAPPED
CONST.	CONSTRUCTION	PLAS	PLASTER
C.J.	CONTROL JOINT	P. LAM.	PLASTIC LAMINATE
CONT.	CONTINUOUS	PLBG	PLUMBING
DET.	DETAIL	PLYWD.	PLYWOOD
DIA.	DIAMETER	PROP.	PROPERTY
DIM.	DIMENSION	Q.T.	QUARRY TILE
DR.	DOOR	R	RADIUS
DN.	DOWN	REF.	REFERENCE
DS.	DOWNSPOUT	REF.	REINFORCED, REINFORCING
DWG.	DRAWING	REQD.	REQUIRED
D.W.	DRYWALL	REV.	REVERSE
D.F.	DRINKING FOUNTAIN	R.H.	RIGHT HAND
EA.	EACH	RM.	ROOM
E.W.C.	ELECTRIC WATER COOLER	R.O.	ROUGH OPENING
ELEV.	ELEVATION	R.T.U	ROOF TOP UNIT
EQ.	EQUAL	S.F.	SQUARE FEET, FOOTAGE
EQUIP.	EQUIPMENT	SCHED.	SCHEDULE
ETC.	ET CETERA	SLT.	SEALANT
EXH.	EXHAUST	SEC.	SECTION
EXIST.	EXISTING	SIM.	SIMILAR
E.J.	EXPANSION JOINT	SL.	SLOPE
EXT.	EXTERIOR	SPEC.	SECIFICATION
F.F.P.	FIBERGLASS REIN. PANEL	SQ.	SQUARE
FIN.	FINISH	S.S.	STAINLESS STEEL
F.E.	FIRE EXTINGUISHER	STD.	STANDARD
FLUOR.	FLUORESCENT	STL.	STEEL
F.D.	FLOOR DRAIN	STRUC.	STRUCTURAL
FLR.	FLOOR	SUSP.	SUSPENDED
FT.	FOOT, FEET	SW.	SWITCH
FTG.	FOOTING	SYS.	SYSTEM
F.V.	FIELD VERIFY	TEL.	TELEPHONE
GALV.	GALVANIZED	TEMP.	TEMPERED
GA.	GAUGE	THRES.	THRESHOLD
G.C. GR.	GENERAL CONTRACTOR	T.P.D.	TOILET PAPER DISPENSER
GYP.	GYPSPUM	T.&G.	TONGUE AND GROOVE
HDW.	Hardware	T.&B.	TOP AND BOTTOM
HGT.	HEIGHT	T.O.E.	TOP OF FOOTING
HLM.	HOLLOW METAL	T.O.M.	TOP OF MASONRY
H.P.	HIGH POINT	T.O.S.	TOP OF STEEL
HORIZ.	HORIZONTAL	T.	TREAD
INCAN.	INCANDESCENT	TYP.	TYPICAL
I.D.	INSIDE DIAMETER	UNFIN.	UNFINISHED
INSUL.	INSULATION	U.O.N.	UNLESS OTHERWISE NOTED
INT.	INTERIOR	VERT.	VERTICAL
JOINT.	JOINT	VEST.	VESTIBULE
K.O.	KNOCK OUT	W.C.T.	VINYL COMPOSITION TILE
LAM.	LAMINATED	W.C.	WATER CLOSET
LAV.	LAVATORY	W.H.	WATER HEATER
LB.	POUND	W.P.	WORK POINT
L.H.	LEFT HAND	WR.	WATERPROOF
L.P.	LOW POINT	W.R.	WATER RESISTANT
MFR.	MANUFACTURER	W.W.M.	WELDED WIRE MESH
MAS.	MASONRY	W.	WITH
M.O.	MASONRY OPENING	W/O	WITHOUT
M.	MATERIAL	WD.	WOOD
MAX.	MAXIMUM		

## CODE INFORMATION

CODE REQUIREMENTS: IT IS THE INTENT THAT ALL WORK SHALL CONFORM TO THE ADOPTED CODES, STANDARDS AND RULES OF THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION. ALL WORK SHALL CONFORM WITH DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL THE FOLLOWING WHERE APPLICABLE:

- GOVERNING MUNICIPAL AND REGULATORY AGENCIES
- LOCAL, STATE AND FEDERAL BODIES
- 2023 FLORIDA BUILDING CODE, 8th EDITION

WORK IS SUBJECT TO REVIEW AND INTERPRETATION BY THE AUTHORITY HAVING JURISDICTION. IN NO CASE SHALL WORK BE PERFORMED WITHOUT THE REVIEW AND WRITTEN APPROVAL OF SAID AUTHORITY.

2023 FLORIDA BUILDING CODE, 8th EDITION FOR THE FOLLOWING DISCIPLINES:

- BUILDING
- EXISTING BUILDING
- PLUMBING
- MECHANICAL
- FUEL GAS
- FLORIDA ACCESSIBILITY FOR BUILDING CONSTRUCTION
- ENERGY CONSERVATION

FLORIDA FIRE PREVENTION CODE 8th EDITION (2023)  
 NFPA 101 2021 EDITION LIFE SAFETY CODE WITH FLORIDA AMENDMENTS  
 NFPA 1 UNIFORM FIRE CODE 2021 EDITION WITH FLORIDA AMENDMENTS  
 NATIONAL ELECTRIC CODE NFPA-70 2020

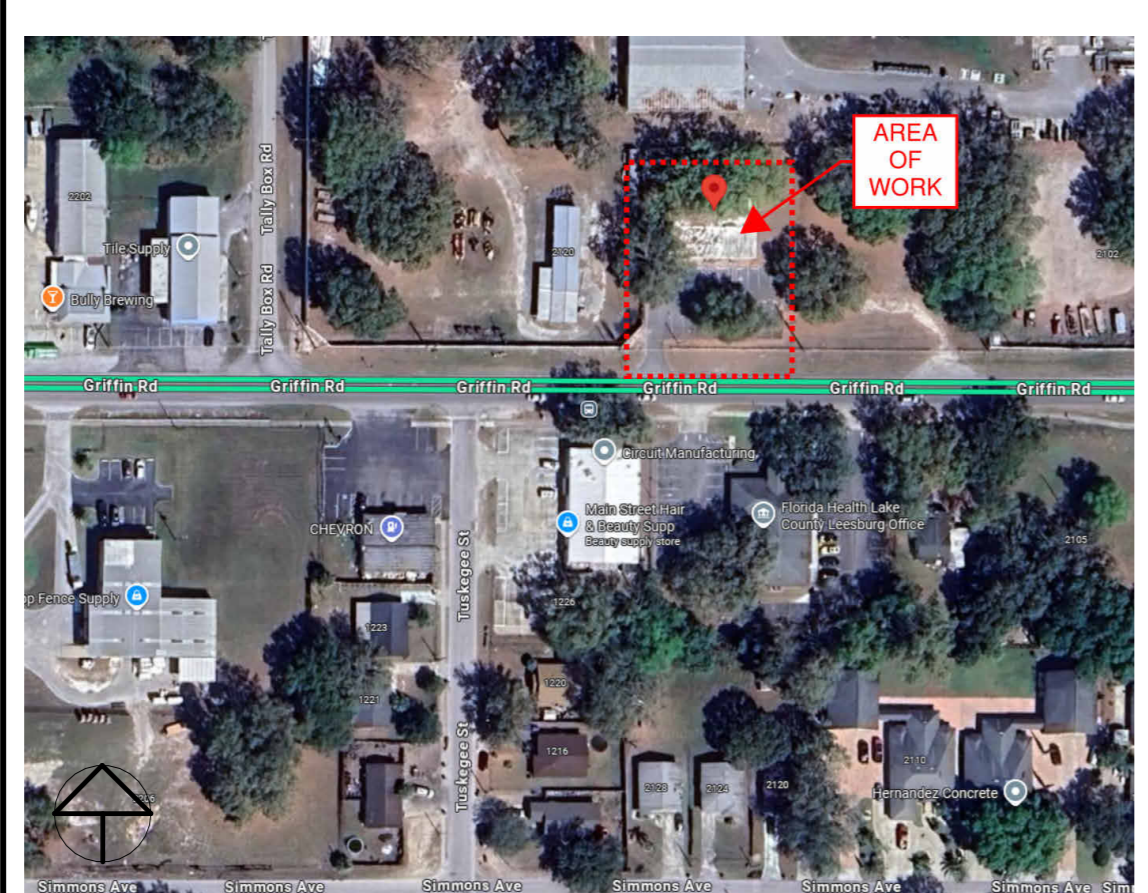
## PROPERTY DESCRIPTION

PHYSICAL STREET ADDRESS: 2116 GRIFFIN ROAD  
 CITY: LEESBURG, FL  
 POSTAL CITY AND ZIP CODE: 34748  
 PROPERTY NAME: CITY OF LEESBURG GAS OPERATIONS CENTER - MAIN OFFICE BUILDING

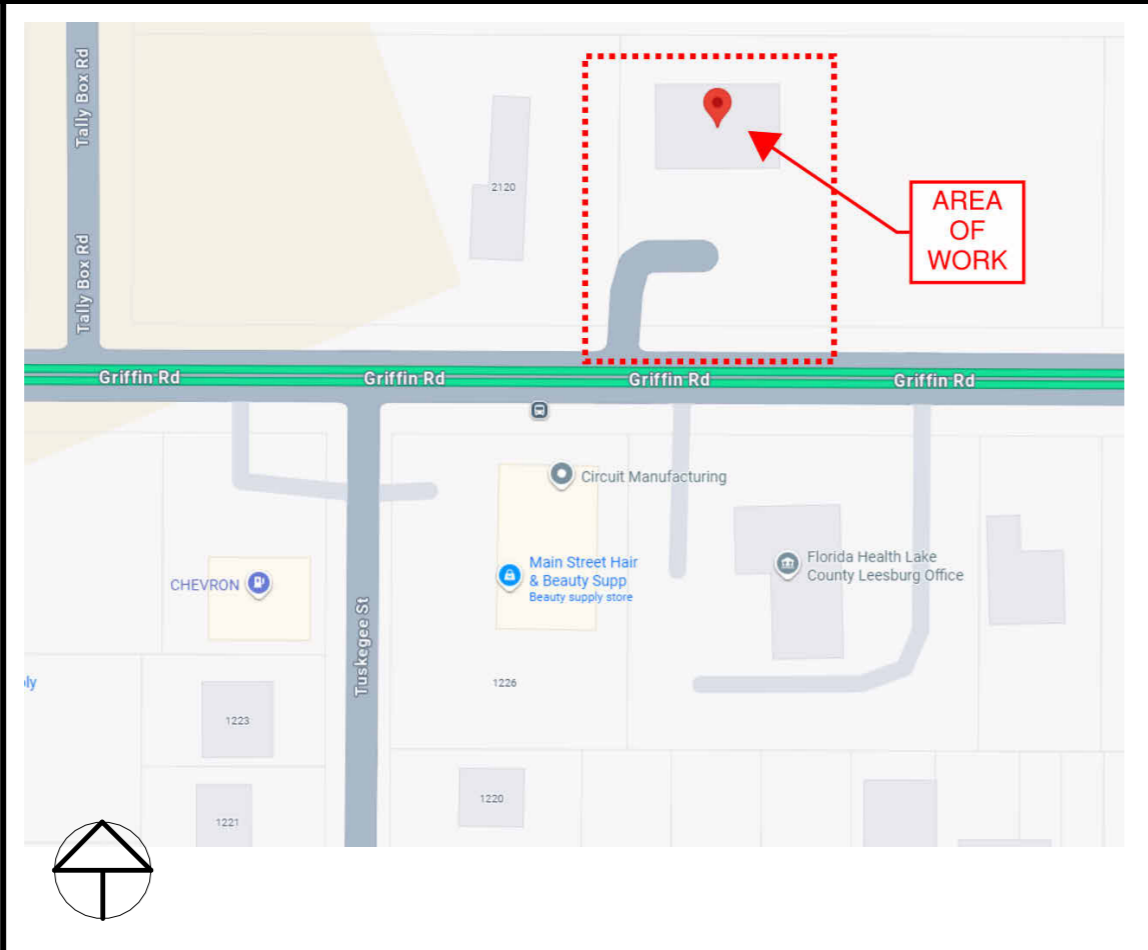
## PROJECT NARRATIVE & SCOPE

GENERAL CONSTRUCTION SCOPE: TO PROVIDE DESIGN AND THE CONSTRUCTION DOCUMENTS NECESSARY TO PERMIT AND CONSTRUCT AN APPROXIMATELY 3,850 SQUARE FEET (SF) OF REMODEL AREAS AND AN APPROXIMATELY 3,200 SQUARE FEET (SF) ADDITION TO THE EXISTING BUILDINGS.

## LOCATION MAP



## VICINITY PLAN



## NOTE TO BUILDERS

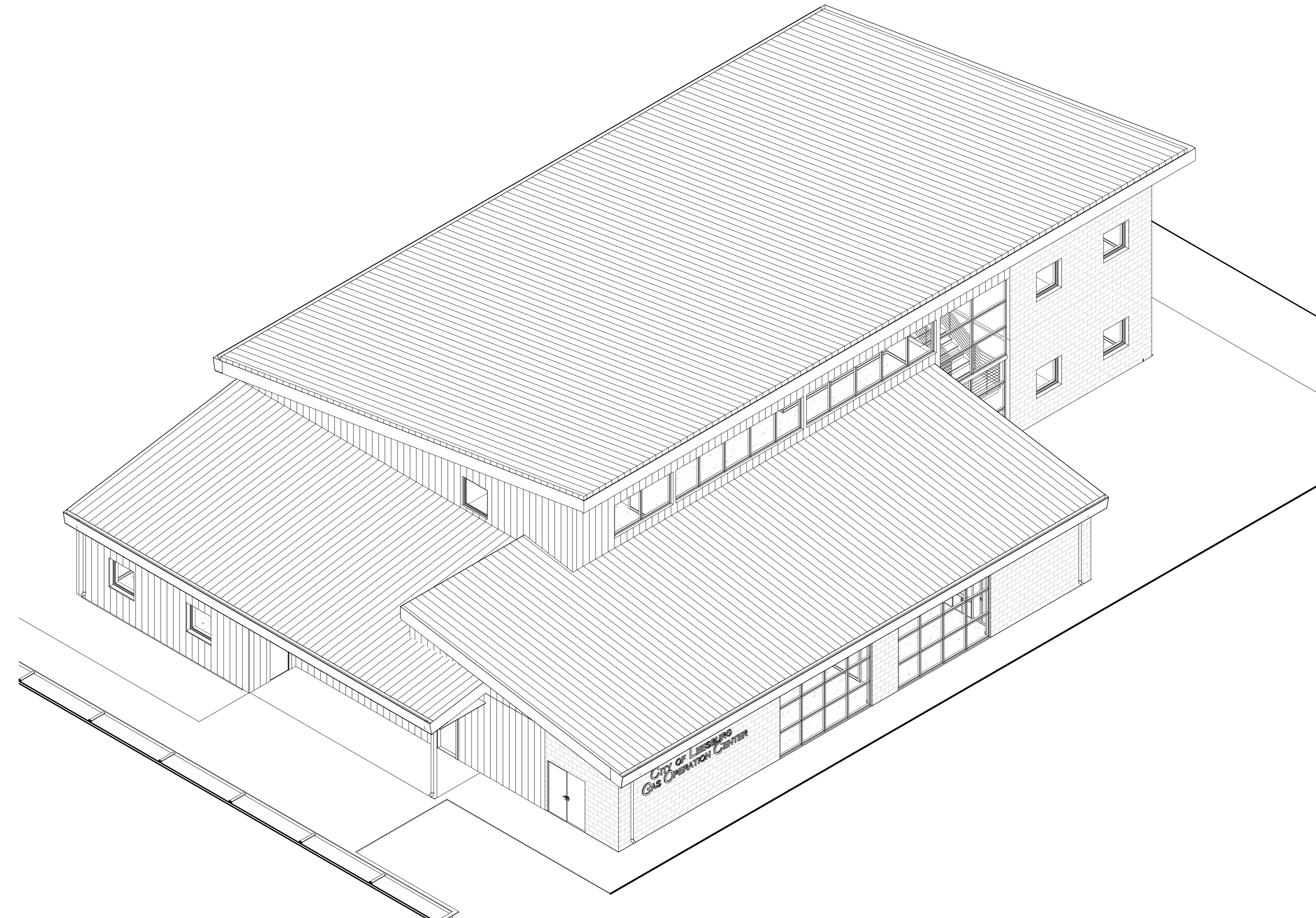
PROVIDE FULL CONSTRUCTION DOCUMENTS SETS TO SUBCONSULTANTS. DO NOT PROVIDE PARTIAL OR SEPARATED SETS FOR BIDDING.

## ARCHITECTURAL SYMBOLS

	<b>GRID LINE</b>
1	GRID LINE NUMBER / LETTER
	<b>SECTION</b>
0/40.00	SECTION NUMBER SHEET NUMBER
	<b>ENLARGED PLAN</b>
0/40.00	ENLARGED PLAN LETTER DETAIL NUMBER SHEET NUMBER
	<b>DETAIL</b>
A/40.00	DETAIL NUMBER SHEET NUMBER
	<b>EXTERIOR ELEVATION</b>
A/40.00	DETAIL NUMBER SHEET NUMBER
	<b>INTERIOR ELEVATION</b>
A/40.00	DETAIL NUMBER SHEET NUMBER
	<b>DEFERRED SUBMITTALS</b>
142	SHEET NUMBER
XX YY ZZ	XX - CABINET WIDTH IN INCHES YY - CABINET HEIGHT IN INCHES ZZ - CABINET DEPTH IN INCHES

## DEFERRED SUBMITTALS

AUTOMATIC FIRE SPRINKLER SYSTEM  
 AUTOMATIC FIRE ALARM SYSTEM



CITY OF LEESBURG GAS OPERATIONS CENTER: MAIN OFFICE BUILDING  
 2116 GRIFFIN RD., LEESBURG, FL. 34748  
 COVER SHEET  
 SHEET NUMBER: G-001  
 DATE: 2025-05-05  
 JOB #: 25-11058  
 ANY DISCREPANCY OR ERROR IN DIMENSIONS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.  
 FOREFRONT ARCHITECTURE + ENGINEERING

### BUILDING CODE ANALYSIS

**CODES IN EFFECT:**  
 -FLORIDA BUILDING CODE, BUILDING, 8TH EDITION (2023)  
 -FLORIDA BUILDING CODE, ACCESSIBILITY, 8TH EDITION (2023)  
 -NATIONAL ELECTRIC CODE 2020, EDITION NFPA 70  
 -FLORIDA FIRE PREVENTION CODE, 8TH EDITION (2023);  
 BASED ON NFPA 1 FIRE CODE 2021 EDITION  
 -NFPA 101 LIFE SAFETY CODE 2021 EDITION  
 -NFPA 72 (2019 EDITION)  
 -FLORIDA BUILDING CODE, ENERGY CONSERVATION, 8TH EDITION (2023)

**PROJECT:** CITY OF LEESBURG GAS OPERATIONS CENTER: MAIN OFFICE BUILDING  
**ADDRESS:** 2116 GRIFFIN ROAD  
**SCOPE OF PROJECT:** PARTIAL DEMOLITION/ADDITION/NEW CONSTRUCTION  
**BUILDING DATA:** BUILDING CONSTRUCTION TYPE (FBC TABLE 601): FBC TYPE II-B

PRIMARY STRUCTURAL FRAME	0 HOUR
EXT. BEARING WALLS	0 HOUR
EXT. NON-BEAR. WALLS	0 HOUR
NON-BEAR. WALLS	0 HOUR
FLOOR & FLOOR CLG	0 HOUR
ROOF & ROOF CLG	0 HOUR

**RISK CATEGORY:** II  
**FIRE PROTECTION:** FULLY SPRINKLERED

### CODE ANALYSIS

**OCCUPANCY CLASSIFICATION (FBC SECTION 302)**  
 B (OFFICE), S-2 (LOW-HAZARD STORAGE), F-2 (LOW HAZARD FACTORY INDUSTRIAL)

**ALLOWABLE HEIGHTS AND AREAS (FBC TABLE 504.3, 504.4, 506.2)**  
 AREAS INCREASES (FBC SECTION 506.2 & 506.3) : NOT USED

	ALLOWABLE	ACTUAL
MAIN OFFICE BUILDING HEIGHT	75 FEET	29'-10"
MAIN OFFICE BUILDING STORIES	4	2
MAIN OFFICE BUILDING AREAS	69,000 SQ. FT.	9,825 SQ. FT.

**PLUMBING FIXTURE COUNT (FBC TABLE 2902.1)**

REQUIRED:	TOTAL REQUIRED:
BUSINESS: 41 OCCUPANTS - 21 MALE, 21 FEMALE	WATER CLOSET: 0.96 (1) MALE, 0.96 (1) FEMALE
1 WATER CLOSET/25 OCCUPANTS = 0.84 MALE, 0.84 FEMALE	LAVATORY: 0.645 (1) MALE, 0.635 (1) FEMALE
1 LAVATORY/40 OCCUPANTS = 0.525 MALE, 0.525 FEMALE	WATER FOUNTAIN: 0.458 (1)
1 WATER FOUNTAIN/100 OCCUPANTS = 0.41 WATER FOUNTAIN	SERVICE SINK: 1
INDUSTRIAL: 16 OCCUPANTS - 8 MALE, 8 FEMALE	TOTAL PROVIDED:
1 WATER CLOSET/100 OCCUPANTS = 0.08 MALE, 0.08 FEMALE	WATER CLOSET: 2 MALE (1 URINAL), 3 FEMALE, 1 UNISEX
1 LAVATORY/100 OCCUPANTS = 0.08 MALE, 0.08 FEMALE	LAVATORY: 3 MALE, 3 FEMALE, 1 UNISEX
1 WATER FOUNTAIN/400 OCCUPANTS = 0.04 WATER FOUNTAIN	WATER FOUNTAIN: 2
STORAGE: 7 OCCUPANTS - 4 MALE, 4 FEMALE	SERVICE SINK: 1
1 WATER CLOSET/100 OCCUPANTS = 0.04 MALE, 0.04 FEMALE	
1 LAVATORY/100 OCCUPANTS = 0.04 MALE, 0.04 FEMALE	
1 WATER FOUNTAIN/1000 OCCUPANTS = 0.008 WATER FOUNTAIN	
1 SERVICE SINK	

### OCCUPANCY CLASSIFICATIONS AND LOAD - FIRST FLOOR PLAN

NOTE: IN SOME INSTANCES, MATHEMATICAL COUNT IS ROUNDED UP TO MATCH BY-ROOM COUNT - SEE 1/G002

USE-OF-SPACE	SF	OCCUPANCY	OCCUPANT LOAD FACTOR	INDIVIDUAL OCCUPANT LOAD
CIRCULATION NORMALLY NOT OCCUPIED	N/A	N/A	N/A	N/A
INDUSTRIAL	1483 SF	INDUSTRIAL	100	16
BUSINESS: OFFICES, COMMON AREAS	3888 SF	BUSINESS	150	31
ACCESSORY STORAGE	377 SF	STORAGE (S-2)	300	6
<b>TOTAL OCCUPANCY EGRESS - FIRST FLOOR</b>	<b>5748 SF</b>			<b>53</b>

### OCCUPANCY CLASSIFICATIONS AND LOAD - SECOND FLOOR PLAN

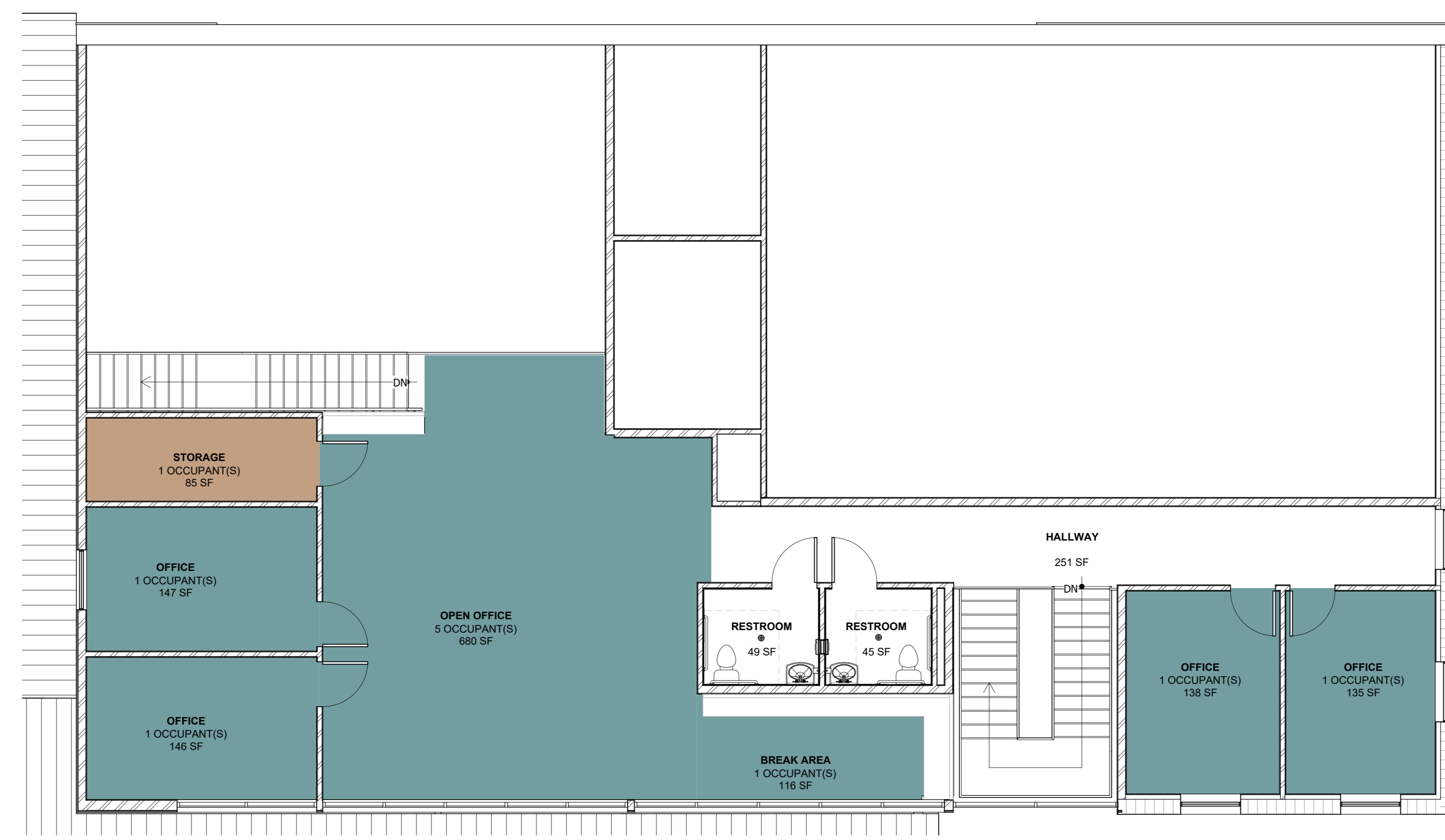
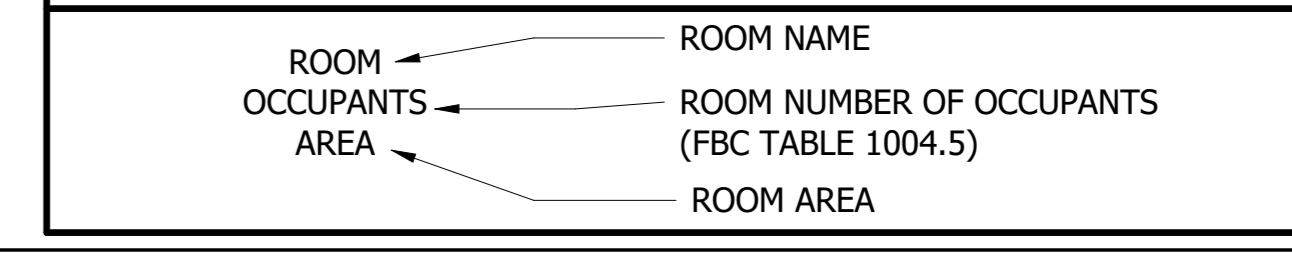
NOTE: IN SOME INSTANCES, MATHEMATICAL COUNT IS ROUNDED UP TO MATCH BY-ROOM COUNT - SEE 2/G002

USE-OF-SPACE	SF	OCCUPANCY	OCCUPANT LOAD FACTOR	INDIVIDUAL OCCUPANT LOAD
CIRCULATION NORMALLY NOT OCCUPIED	N/A	N/A	N/A	N/A
BUSINESS: OFFICES, COMMON AREAS	1362 SF	BUSINESS	150	10
ACCESSORY STORAGE	85 SF	STORAGE (S-2)	300	1
<b>TOTAL OCCUPANCY EGRESS - SECOND FLOOR</b>	<b>1447 SF</b>			<b>11</b>

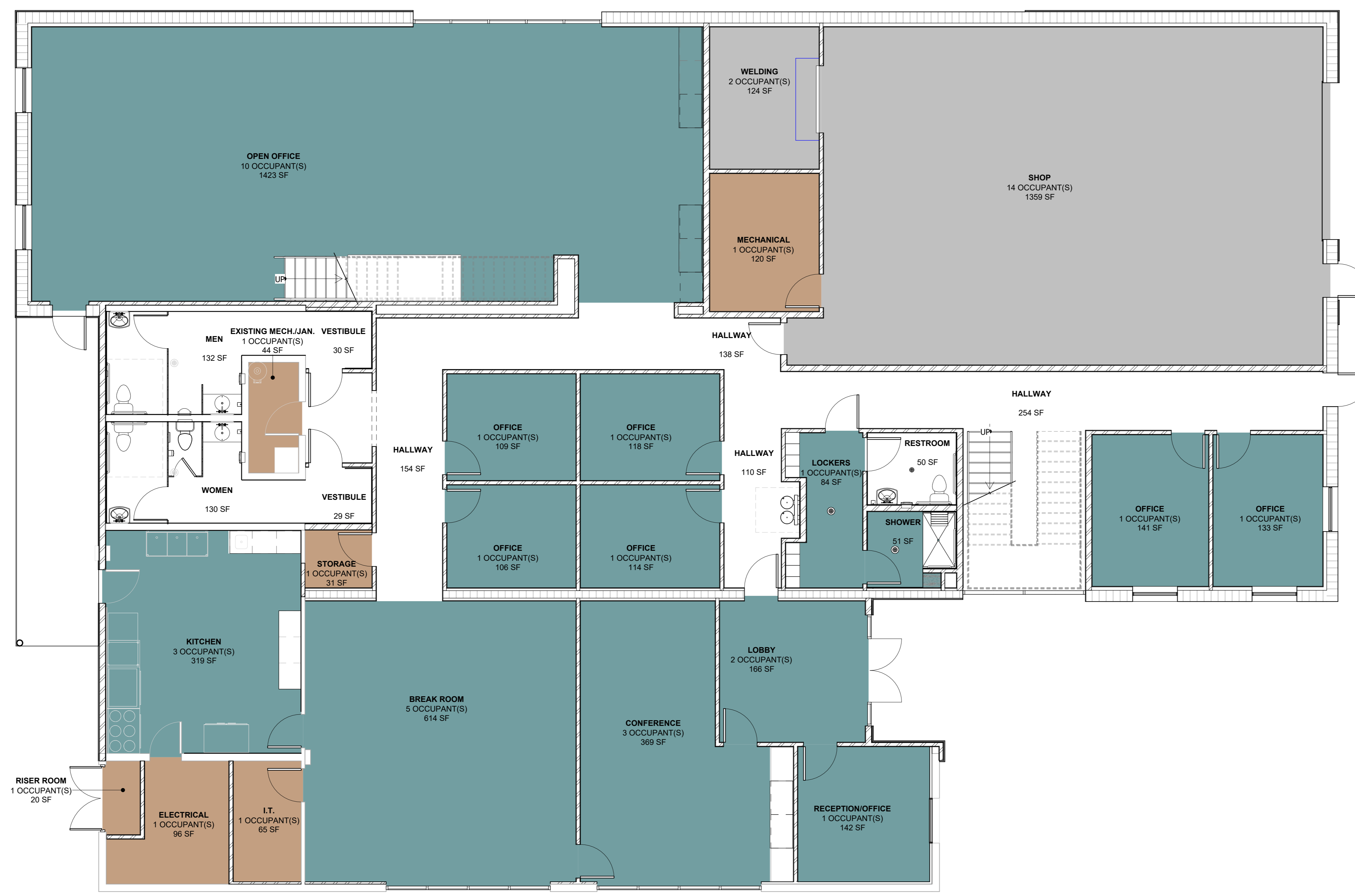
**TOTAL OCCUPANCY FOR EGRESS**

LEVEL	INDIVIDUAL OCCUPANT LOAD
FIRST FLOOR	53
SECOND FLOOR	11
<b>TOTAL OCCUPANCY EGRESS</b>	<b>64</b>

### OCCUPANCY PLAN LEGEND

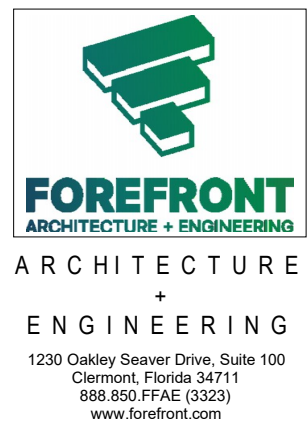


**2 OCCUPANCY CALCULATION PLAN - SECOND LEVEL**  
3/16" = 1'-0"









**1 OCCUPANCY CALCULATIONS PLAN - FIRST LEVEL**  
3/16" = 1'-0"

# CITY OF LEESBURG GAS OPERATIONS CENTER: POLE BARN AND WAREHOUSE



## PROJECT TEAM

<b>OWNER</b>  <p>306 S. 6TH ST. P.O. BOX 490630 LEESBURG, FL 34749-0630          CONTACT: COREY GOEPFERT          corey.goepfert@leesburgflorida.gov          352-728-9840</p>	<b>ARCHITECT</b>  <p>CONTACT: LENNARD DAVIS          lennardd@ff-ae.com   888-850-3323</p>	<b>STRUCTURAL ENGINEER</b>  <p>CONTACT: CHRIS SMITH          chriss@ff-ae.com   888-850-3323</p>	<b>MECHANICAL ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822          CONTACT: TONY GREEN          tgreen@ingenuityei.com          407-398-6007</p>	<b>PLUMBING ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822          CONTACT: TONY GREEN          tgreen@ingenuityei.com          407-398-6007</p>	<b>ELECTRICAL ENGINEER</b>  <p>6275 HAZELTINE NATIONAL DR. ORLANDO, FL 32822          CONTACT: TONY GREEN          tgreen@ingenuityei.com          407-398-6007</p>
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## SHEET SCHEDULE

REV. NO.	SHEET NAME	REVISION	REV. DATE
G-001	COVER SHEET		
G-002	CODE ANALYSIS		
G-003	LIFE SAFETY PLAN		
C-100	COVER SHEET		
C-101	GENERAL NOTES		
C-104	DEMOLITION AND EROSION CONTROL PLAN		
C-200	SITE PLAN		
C-300	GRADING AND DRAINAGE PLAN		
C-301	GRADING SECTIONS		
C-400	LUTILITY PLAN		
C-500	FIRE SAFETY PLAN		
C-600	GENERAL DETAILS		
C-700	CITY OF LEESBURG STANDARD NOTES AND DETAILS		
C-701	CITY OF LEESBURG STANDARD NOTES AND DETAILS		
A-001	SPECIFICATIONS		
A-002	SPECIFICATIONS		
A-003	SPECIFICATIONS		
A-004	SPECIFICATIONS		
A-005	SPECIFICATIONS		
A-006	SPECIFICATIONS		
A-007	SPECIFICATIONS		
A-008	SPECIFICATIONS		
A-009	SPECIFICATIONS		
A-010	SPECIFICATIONS		
A-101	FIRST FLOOR PLAN		
A-102	ROOF PLAN		
AS-101	SITE PLANS		
A-201	OFFICE EXTERIOR ELEVATIONS		
A-202	OFFICE EXTERIOR ELEVATIONS		
A-301	BUILDING SECTION		
A-401	FIRST FLOOR REFLECTED CEILING PLAN		
A-601	DOOR TYPES SCHEDULE		
A-901	FINISHES PLAN AND SCHEDULE		
A-701	ARCHITECTURAL DETAILS - DOORS		
S001	STRUCTURAL NOTES		
S002	COMPONENTS AND CLADDING WIND PRESSURES		
S101	FOUNDATION PLAN		
S102	ROOF FRAMING PLAN		
SD100	FOUNDATION DETAILS - MONO		
SD300	FRAMING DETAILS - ROOF		
M-001	MECHANICAL LEGEND, NOTES AND ABBREVIATIONS		
M-002	MECHANICAL SPECIFICATIONS		
M-003	MECHANICAL SCHEDULES		
M-101	FLOOR PLANS - MECHANICAL		
M-601	MECHANICAL DETAILS		
P-001	PLUMBING LEGEND, NOTES & ABBREVIATIONS		
P-101	FLOOR PLANS - PLUMBING		
E-001	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS		
E-002	ELECTRICAL SPECIFICATIONS		
E-010	SITE PLAN - ELECTRICAL		
E-101	FLOOR PLANS - ELECTRICAL		
E-401	ELECTRICAL RISER DIAGRAMS AND PANEL SCHEDULE		
E-601	ELECTRICAL DETAILS		

### ABBREVIATIONS

ADDL. ADDITIONAL ABOVE FINISH FLOOR	MECH. MECHANICAL	MTL. METAL	MTL. METAL
A.F.F. ABOVE FINISH GRADE	MEZZ. MEZZANINE	MIN. MINIMUM	MEZZ. MEZZANINE
A.C.T. ACUSTICAL CEILING TILE	MISC. MISCELLANEOUS	MIS. MISCELLANEOUS	MIS. MISCELLANEOUS
ALT. ALTERNATE	MLDG. MOULDING	M.R. MOISTURE RESISTANT MOUNTING	MULDG. MOULDING
ALUM. ALUMINUM	M.R. MILLION	MULL. MULLION	M.R. MILLION
ANCH. ANCHOR	NOM. NOMINAL	NORTH NORTH	NOM. NOMINAL
APPROX. APPROXIMATE	N.I.C. NOT IN CONTRACT	N.N. NOT IN CONTRACT	N.I.C. NOT IN CONTRACT
ARCH. ARCHITECT	N.T.S. NOT TO SCALE	NO. NUMBER	N.T.S. NOT TO SCALE
BRG. BEARING	O.C. ON CENTER	O.H. OVERHEAD	O.C. ON CENTER
BR. BEAM	OPG. OPENING	OPP. OPPOSITE	OPG. OPENING
BTWN. BETWEEN	O.S.D. OUTSIDE DIAMETER	P.T. PAINTED	O.S.D. OUTSIDE DIAMETER
BLK. BLOCK	P.T. PRESSURE TREATED	P.N.L. PANEL OR PANELING PARTITION	P.T. PRESSURE TREATED
BD. BOARD	PTD. PAINTED	PART. PARTITION	PTD. PAINTED
BTM. BOTTOM	Q.H. QUARTER HOLLOW	P.H. PHYSICALLY HANDICAPPED	Q.H. QUARTER HOLLOW
BLDG. BUILDING	PLAS. PLASTER	PLAM. PLASTIC LAMINATE	PLAS. PLASTER
B.U.R. BUILT UP ROOF	P.L.W.D. PLYWOOD	PLBG. PLUMBING	P.L.W.D. PLYWOOD
CLG. CEILING	PROP. PROPERTY	Q.T. QUARRY TILE	PROP. PROPERTY
C.M.U. CONC. MASONRY UNIT	R. RADIUS	REF. REFERENCE	Q.T. QUARRY TILE
C.T. CERAMIC TILE	REF. REFERENCE	R.H. RIGHT HAND	REF. REFERENCE
C.E.N. CLEANOUT	REQD. REQUIRED	R.O. ROUGH OPENING	REQD. REQUIRED
COL. COLUMN	REV. REVERSE	R.T.U. ROOF TOP UNIT	REV. REVERSE
CONC. CONCRETE	R.H. RIGHT HAND	R.O. ROUGH OPENING	R.H. RIGHT HAND
CONSTR. CONSTRUCTION	R.O. ROUGH OPENING	R.T.U. ROOF TOP UNIT	R.O. ROUGH OPENING
C.J. CONTROL JOINT	R.T.U. ROOF TOP UNIT	S.F. SQUARE FEET, FOOTAGE	R.T.U. ROOF TOP UNIT
CONT. CONTINUOUS	S.F. SQUARE FEET, FOOTAGE	SCHED. SCHEDULE	S.F. SQUARE FEET, FOOTAGE
DET. DETAIL	SCHED. SCHEDULE	SLT. SEALANT	SCHED. SCHEDULE
DIA. DIAMETER	SEC. SECTION	SIM. SIMILAR	SEC. SECTION
DIM. DIMENSION	SIM. SIMILAR	SLOPE SLOPE	SIM. SIMILAR
DR. DOOR	SLOPE SLOPE	SPEC. SPECIFICATION	SLOPE SLOPE
DN. DOWN	SPEC. SPECIFICATION	SQ. SQUARE	SPEC. SPECIFICATION
DS. DOWNSPOUT	SQ. SQUARE	S.S. STAINLESS STEEL	SQ. SQUARE
DWG. DRAWING	S.S. STAINLESS STEEL	STD. STANDARD	S.S. STAINLESS STEEL
D.W. DRYWALL	STD. STANDARD	STL. STRUCTURAL	STD. STANDARD
D.F. DRINKING FOUNTAIN	STL. STRUCTURAL	STRUC. STRUCTURAL	STL. STRUCTURAL
EA. EACH	STRUC. STRUCTURAL	SUSP. SUSPENDED	STRUC. STRUCTURAL
E.W.C. ELECTRIC WATER COOLER	SUSP. SUSPENDED	SW. SWITCH	SUSP. SUSPENDED
ELEV. ELEVATION	SW. SWITCH	SVS. SYSTEM	SW. SWITCH
EQ. EQUIPMENT	SVS. SYSTEM	TEL. TELEPHONE	SVS. SYSTEM
ETC. ET CETERA	TEL. TELEPHONE	TEMP. TEMPERED	TEL. TELEPHONE
EXH. EXHAUST	TEMP. TEMPERED	THRES. THRESHOLD	TEMP. TEMPERED
EXIST. EXISTING	THRES. THRESHOLD	T.P.D. TOILET PAPER DISPENSER	THRES. THRESHOLD
E.J. EXPANSION JOINT	T.P.D. TOILET PAPER DISPENSER	T.&G. TONGUE AND GROOVE	T.P.D. TOILET PAPER DISPENSER
EXT. EXTERIOR	T.&G. TONGUE AND GROOVE	T.&B. TOP AND BOTTOM	T.&G. TONGUE AND GROOVE
F.R.P. FIBERGLASS REINFORCED PANEL	T.&B. TOP AND BOTTOM	T.O.F. TOP OF FOOTING	T.&B. TOP AND BOTTOM
FIN. FINISH	T.O.F. TOP OF FOOTING	T.O.M. TOP OF MASONRY	T.O.F. TOP OF FOOTING
F.E. FIRE EXTINGUISHER	T.O.M. TOP OF MASONRY	T.O.S. TOP OF STEEL	T.O.M. TOP OF MASONRY
FLUOR. FLUORESCENT	T.O.S. TOP OF STEEL	T. TREAD	T.O.S. TOP OF STEEL
F.D. FLOOR DRAIN	T. TREAD	TYP. TYPICAL	T. TREAD
FLR. FLOOR	TYP. TYPICAL	UNFIN. UNFINISHED	TYP. TYPICAL
FT. FOOT, FEET	UNFIN. UNFINISHED	U.O.N. UNLESS OTHERWISE NOTED	UNFIN. UNFINISHED
FTG. FOOTING	U.O.N. UNLESS OTHERWISE NOTED	VERT. VERTICAL	U.O.N. UNLESS OTHERWISE NOTED
F.V. FIELD VERIFY	VERT. VERTICAL	VEST. VESTIBULE	VERT. VERTICAL
GALV. GALVANIZED	VEST. VESTIBULE	V.C. VINYL COMPOSITION TILE	VEST. VESTIBULE
GA. GAUGE	V.C. VINYL COMPOSITION TILE	W.C. WATER CLOSET	V.C. VINYL COMPOSITION TILE
G.C. GR. GENERAL CONTRACTOR	W.C. WATER CLOSET	W.H. WATER HEATER	W.C. WATER CLOSET
GYP. GYPSUM	W.H. WATER HEATER	W.P. WORK POINT	W.H. WATER HEATER
HDW. HARDWARE	W.P. WORK POINT	WP. WATERPROOF	W.P. WORK POINT
HGT. HEIGHT	WP. WATERPROOF	W.R. WATER RESISTANT	WP. WATERPROOF
H.M. HOLLOW METAL	W.R. WATER RESISTANT	W.W.M. WELDED WIRE MESH	W.R. WATER RESISTANT
H.P. HIGH POINT	W.W.M. WELDED WIRE MESH	W. WITH	W.W.M. WELDED WIRE MESH
HORIZ. HORIZONTAL	W. WITH	W/O. WITHOUT	W. WITH
INCAN. INCANDESCENT	W/O. WITHOUT	WD. WOOD	W/O. WITHOUT
I.D. INSIDE DIAMETER	WD. WOOD		WD. WOOD
INSUL. INSULATION			
INT. INTERIOR			
JOINT. JOINT			
K.O. KNOCK OUT			
LAM. LAMINATED			
LAV. LAVATORY			
LB. LEFT HAND			
L.H. LEFT HAND			
L.P. LOW POINT			
MFR. MANUFACTURER			
MAS. MASONRY			
M.O. MASONRY OPENING			
M. MATERIAL			
MAX. MAXIMUM			

### CODE INFORMATION

CODE REQUIREMENTS: IT IS THE INTENT THAT ALL WORK SHALL CONFORM TO THE ADOPTED CODES, STANDARDS AND RULES OF THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION. ALL WORK SHALL CONFORM WITH DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL THE FOLLOWING WHERE APPLICABLE:

- GOVERNING MUNICIPAL AND REGULATORY AGENCIES
- LOCAL, STATE AND FEDERAL BODIES
- 2023 FLORIDA BUILDING CODE, 8th EDITION

ALL WORK IS SUBJECT TO REVIEW AND INTERPRETATION BY THE AUTHORITY HAVING JURISDICTION. IN NO CASE SHALL WORK BE PERFORMED WITHOUT THE REVIEW AND WRITTEN APPROVAL OF SAID AUTHORITY.

2023 FLORIDA BUILDING CODE, 8th EDITION FOR THE FOLLOWING DISCIPLINES:

- BUILDING
- PLUMBING
- MECHANICAL
- FUEL GAS
- FLORIDA ACCESSIBILITY FOR BUILDING CONSTRUCTION
- ENERGY CONSERVATION

FLORIDA FIRE PREVENTION CODE 8th EDITION (2023)  
 NFPA 101 2021 EDITION LIFE SAFETY CODE with FLORIDA AMENDMENTS  
 NFPA 1 UNIFORM FIRE CODE 2021 EDITION with FLORIDA AMENDMENTS  
 NATIONAL ELECTRIC CODE NFPA-70 2020

### PROPERTY DESCRIPTION

PHYSICAL STREET ADDRESS: 2120 GRIFFIN ROAD  
 CITY: LEESBURG, FL  
 POSTAL CITY AND ZIP CODE: 34748  
 PROPERTY NAME: CITY OF LEESBURG GAS OPERATIONS CENTER: POLE BARN AND WAREHOUSE

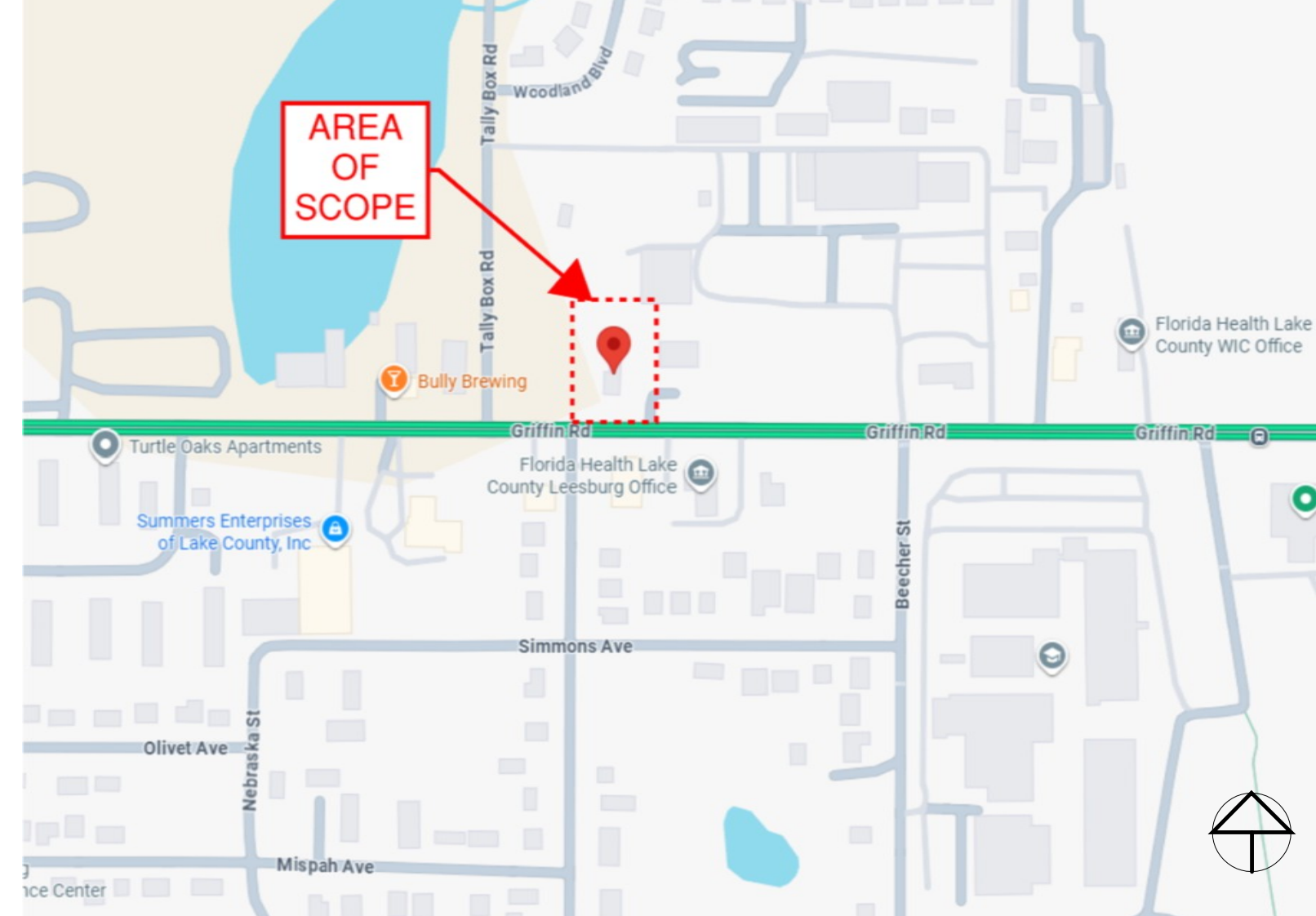
### PROJECT NARRATIVE & SCOPE

GENERAL CONSTRUCTION SCOPE:  
 TO PROVIDE DESIGN AND THE CONSTRUCTION DOCUMENTS NECESSARY TO PERMIT AND CONSTRUCT AN APPROXIMATELY 10,800 SQUARE FEET (SF) "POLE BARN" STRUCTURE. WITHIN THIS STRUCTURE, THERE WILL BE A WAREHOUSE OF APPROXIMATELY 3,000 SQUARE FEET OF ENCLOSED, CONDITIONED STORAGE SPACE IS TO BE INCLUDED. THE STRUCTURE IS TO BE LOCATED ON PARCEL 1171385, DIRECTLY TO THE WEST OF THE GAS OPERATIONS OFFICE (PARCEL NUMBER 1171083). THIS SUBMISSION IS FOR THE POLE BARN/STORAGE BUILDING STRUCTURE ONLY; ALL RELATED SITE IMPROVEMENTS ARE PERMITTED UNDER THE GAS OPERATIONS OFFICE PERMIT.

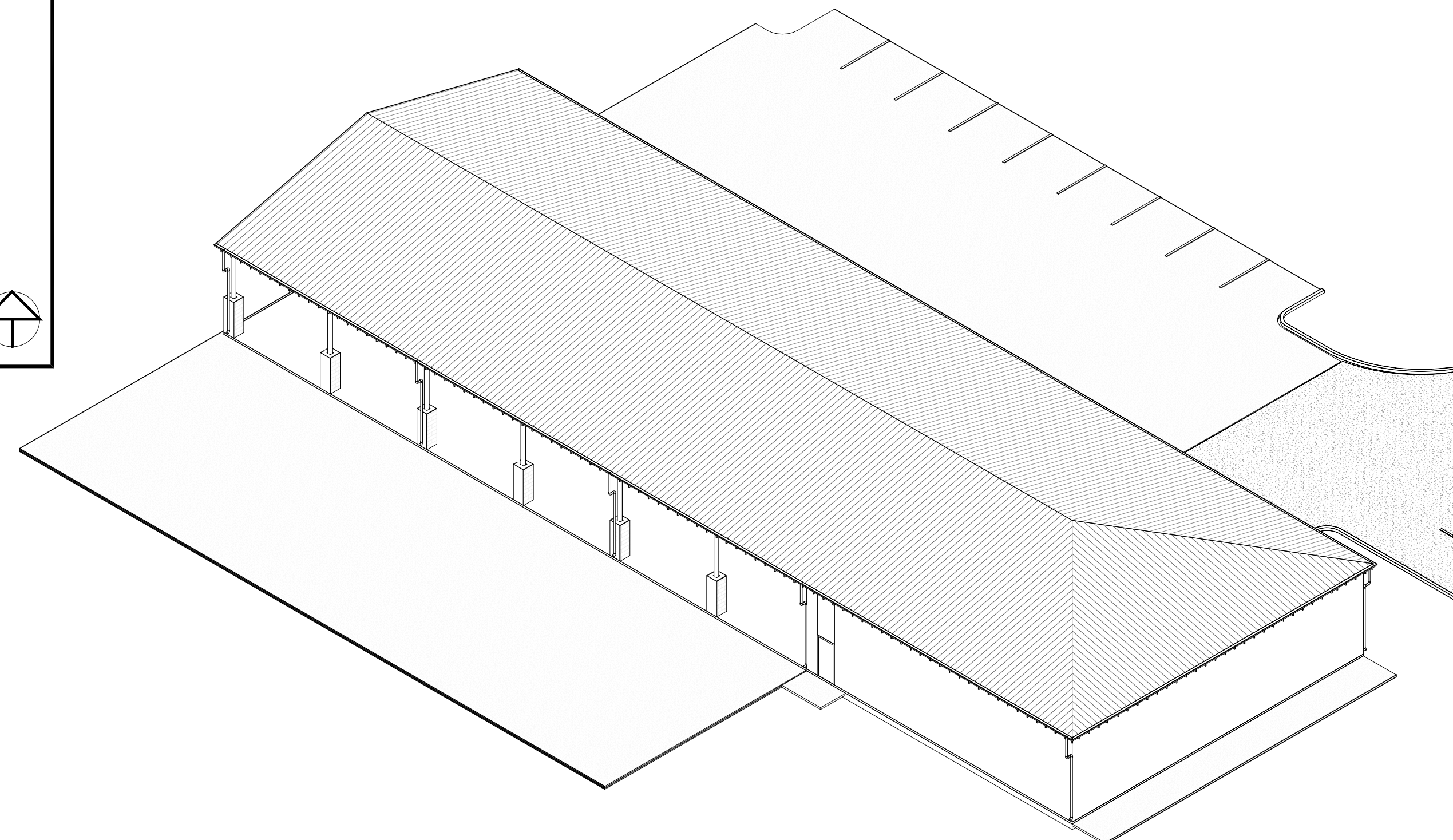
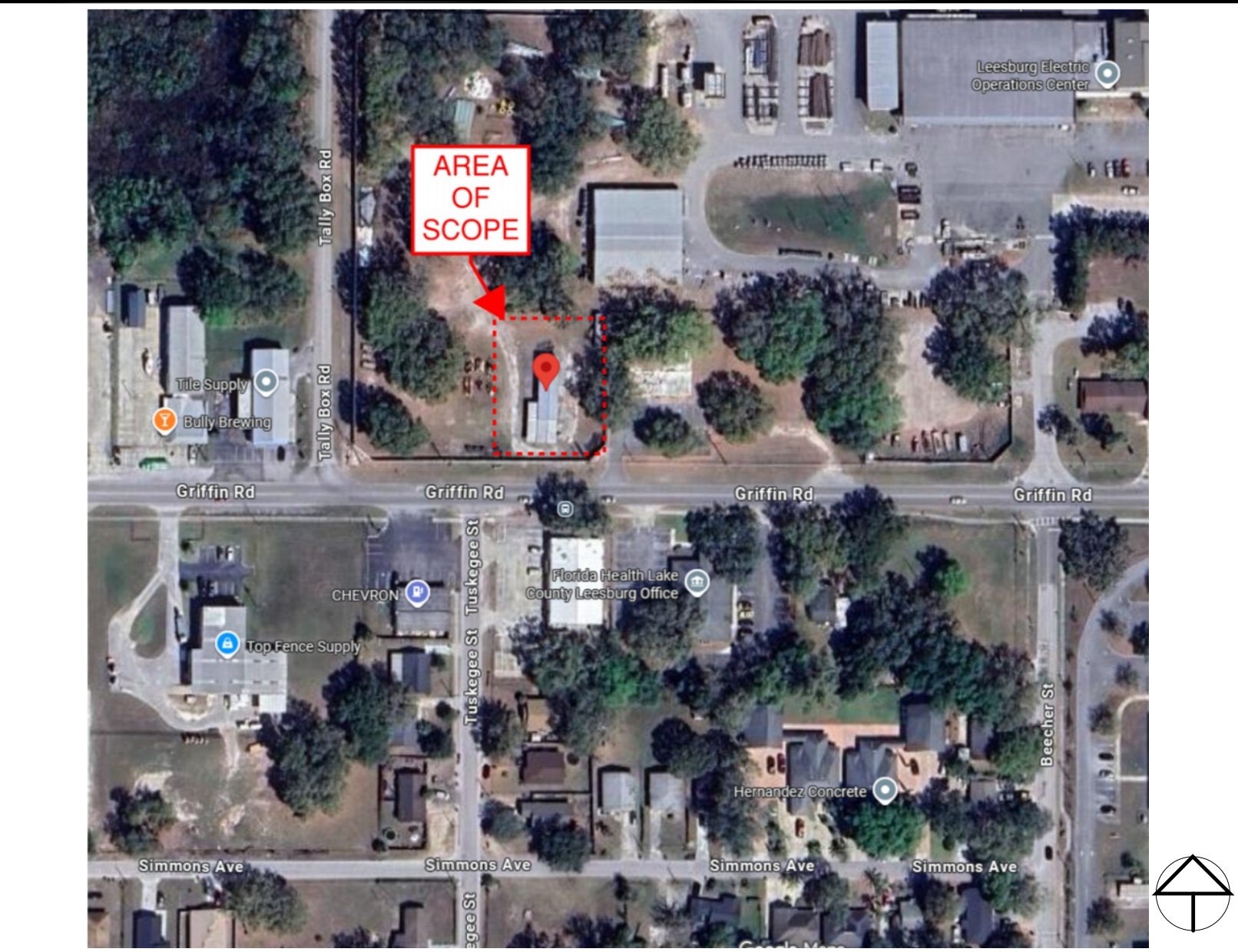
### NOTE TO BUILDERS

PROVIDE FULL CONSTRUCTION DOCUMENTS SETS TO SUBCONSULTANTS. DO NOT PROVIDE PARTIAL OR SEPARATED SETS FOR BIDDING

### VICINITY MAP



### LOCATION MAP



### ARCHITECTURAL SYMBOLS

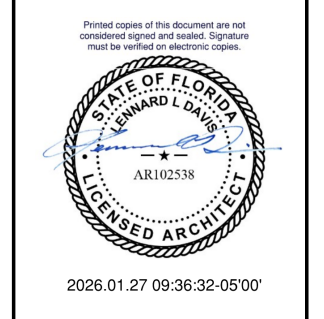
	GRID LINE GRID LINE NUMBER / LETTER
	SECTION SECTION NUMBER SHEET NUMBER
	ENLARGED PLAN ENLARGED PLAN LETTER DETAIL NUMBER SHEET NUMBER
	DETAIL DETAIL NUMBER SHEET NUMBER
	EXTERIOR ELEVATION DETAIL NUMBER SHEET NUMBER
	INTERIOR ELEVATION DETAIL NUMBER SHEET NUMBER
	XX - CABINET WIDTH IN INCHES YY - CABINET HEIGHT IN INCHES ZZ - CABINET DEPTH IN INCHES

### DEFERRED SUBMITTALS

PRE-ENGINEERED WOOD TRUSSES

CITY OF LEESBURG GAS OPERATIONS CENTER: POLE BARN AND WAREHOUSE  
 2120 GRIFFIN RD., LEESBURG, FL 34748  
 COVER SHEET  
 JOB # 25-11058  
 DATE 2025-05-05  
 SHEET NUMBER G-001

MARK	DATE	DESCRIPTION



### BUILDING CODE ANALYSIS

**CODES IN EFFECT:**

- FLORIDA BUILDING CODE, BUILDING, 8TH EDITION (2023)
- FLORIDA BUILDING CODE, ACCESSIBILITY, 8TH EDITION (2023)
- NATIONAL ELECTRIC CODE (NEC), EDITION NFPA 70
- FLORIDA FIRE PREVENTION CODE, 8TH EDITION (2023):
- BASED ON NFPA 1 FIRE CODE 2021 EDITION
- NFPA 101 LIFE SAFETY CODE 2021 EDITION
- NFPA 72 (2019 EDITION)
- FLORIDA BUILDING CODE, ENERGY CONSERVATION, 8TH EDITION (2023)

**PROJECT:** CITY OF LEESBURG GAS OPERATION CENTER: POLE BARN AND WAREHOUSE  
**ADDRESS:** 2120 GRIFFIN ROAD  
**SCOPE OF PROJECT:** PARTIAL DEMOLITION/ADDITION/NEW CONSTRUCTION  
**BUILDING DATA:** BUILDING CONSTRUCTION TYPE (FBC TABLE 601): FBC TYPE II-B

PRIMARY STRUCTURAL FRAME	0 HOUR
EXT. BEARING WALLS	0 HOUR
EXT. NON-BEAR. WALLS	0 HOUR
NON-BEAR. WALLS	0 HOUR
FLOOR & FLOOR CLG	0 HOUR
ROOF & ROOF CLG	0 HOUR

**RISK CATEGORY:** II  
**FIRE PROTECTION:** NOT SPRINKLERED

### CODE ANALYSIS

**OCCUPANCY CLASSIFICATION (FBC SECTION 302)**

S-2 (LOW-HAZARD STORAGE)

**ALLOWABLE HEIGHTS AND AREAS (FBC TABLE 504.3, 504.4, 506.2)**

AREAS INCREASES (FBC SECTION 506.2 & 506.3) : NOT USED

	ALLOWABLE	ACTUAL
WAREHOUSE BUILDING HEIGHT	55 FEET	20'-4"
WAREHOUSE BUILDING STORIES	3	1
WAREHOUSE BUILDING AREAS	54,000 SQ. FT.	3,320 SQ. FT.
POLE BARN BUILDING HEIGHT	55 FEET	20'-4"
POLE BARN BUILDING STORIES	3	1
POLE BARN BUILDING AREAS	54,000 SQ. FT.	7,320 SQ. FT.

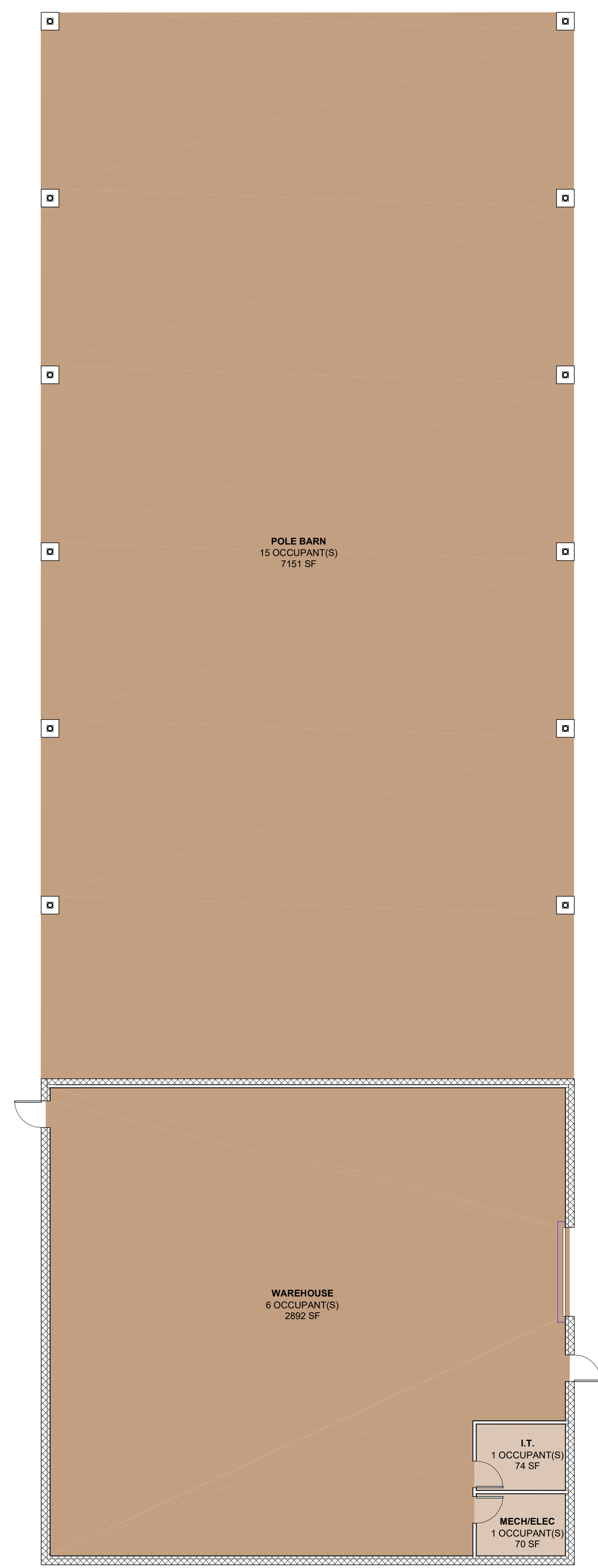
#### OCCUPANCY CLASSIFICATIONS AND LOAD - FIRST FLOOR PLAN

NOTE: IN SOME INSTANCES, MATHEMATICAL COUNT IS ROUNDED UP TO MATCH BY-ROOM COUNT - SEE 1/G002

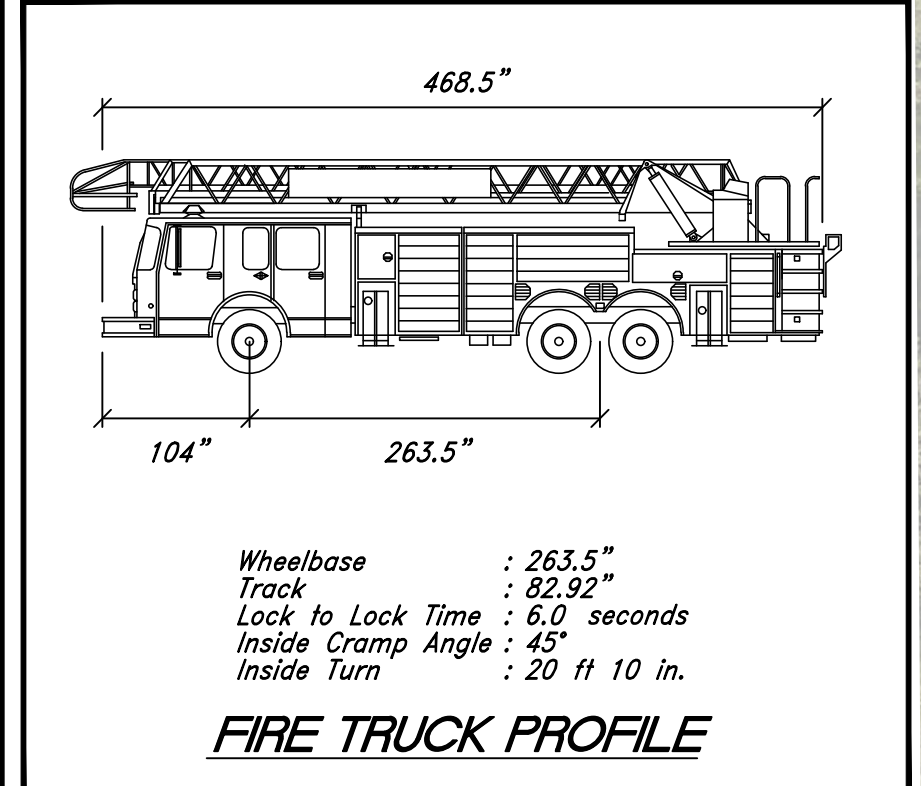
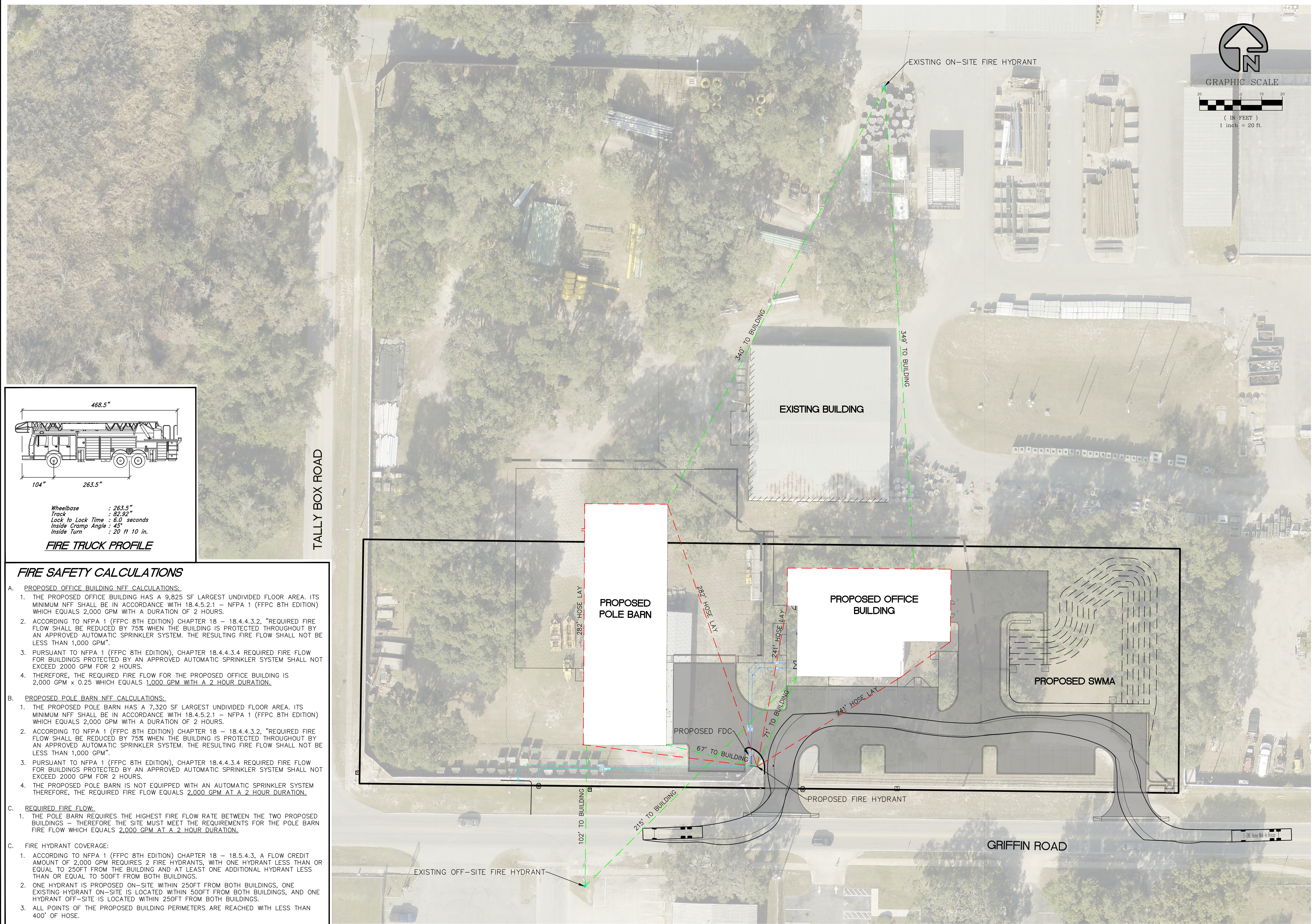
USE-OF-SPACE	S.F.	OCCUPANCY	OCCUPANT LOAD FACTOR	INDIVIDUAL OCCUPANT LOAD
ACCESSORY STORAGE	144 SF	STORAGE (S-2)	300	2
WAREHOUSE	10043 SF	STORAGE (S-1)	500	21
<b>TOTAL OCCUPANCY EGRESS</b>	<b>10187 SF</b>			<b>23</b>

#### OCCUPANCY PLAN LEGEND

ROOM	ROOM NAME
OCCUPANTS	ROOM NUMBER OF OCCUPANTS (FBC TABLE 1004.5)
AREA	ROOM AREA



**1 POLE BARN FLOOR OCCUPANCY CALCULATION PLAN**  
1/8" = 1'-0"



**FIRE SAFETY CALCULATIONS**

**A. PROPOSED OFFICE BUILDING NFF CALCULATIONS:**

1. THE PROPOSED OFFICE BUILDING HAS A 9,825 SF LARGEST UNDIVIDED FLOOR AREA. ITS MINIMUM NFF SHALL BE IN ACCORDANCE WITH 18.4.5.2.1 – NFPA 1 (FFPC 8TH EDITION) WHICH EQUALS 2,000 GPM WITH A DURATION OF 2 HOURS.
2. ACCORDING TO NFPA 1 (FFPC 8TH EDITION) CHAPTER 18 – 18.4.4.3.2, "REQUIRED FIRE FLOW SHALL BE REDUCED BY 75% WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM".
3. PURSUANT TO NFPA 1 (FFPC 8TH EDITION), CHAPTER 18.4.4.3.4 REQUIRED FIRE FLOW FOR BUILDINGS PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM SHALL NOT EXCEED 2000 GPM FOR 2 HOURS.
4. THEREFORE, THE REQUIRED FIRE FLOW FOR THE PROPOSED OFFICE BUILDING IS 2,000 GPM x 0.25 WHICH EQUALS 1,000 GPM WITH A 2 HOUR DURATION.

**B. PROPOSED POLE BARN NFF CALCULATIONS:**

1. THE PROPOSED POLE BARN HAS A 7,320 SF LARGEST UNDIVIDED FLOOR AREA. ITS MINIMUM NFF SHALL BE IN ACCORDANCE WITH 18.4.5.2.1 – NFPA 1 (FFPC 8TH EDITION) WHICH EQUALS 2,000 GPM WITH A DURATION OF 2 HOURS.
2. ACCORDING TO NFPA 1 (FFPC 8TH EDITION) CHAPTER 18 – 18.4.4.3.2, "REQUIRED FIRE FLOW SHALL BE REDUCED BY 75% WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM".
3. PURSUANT TO NFPA 1 (FFPC 8TH EDITION), CHAPTER 18.4.4.3.4 REQUIRED FIRE FLOW FOR BUILDINGS PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM SHALL NOT EXCEED 2000 GPM FOR 2 HOURS.
4. THE PROPOSED POLE BARN IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM THEREFORE, THE REQUIRED FIRE FLOW EQUALS 2,000 GPM AT A 2 HOUR DURATION.

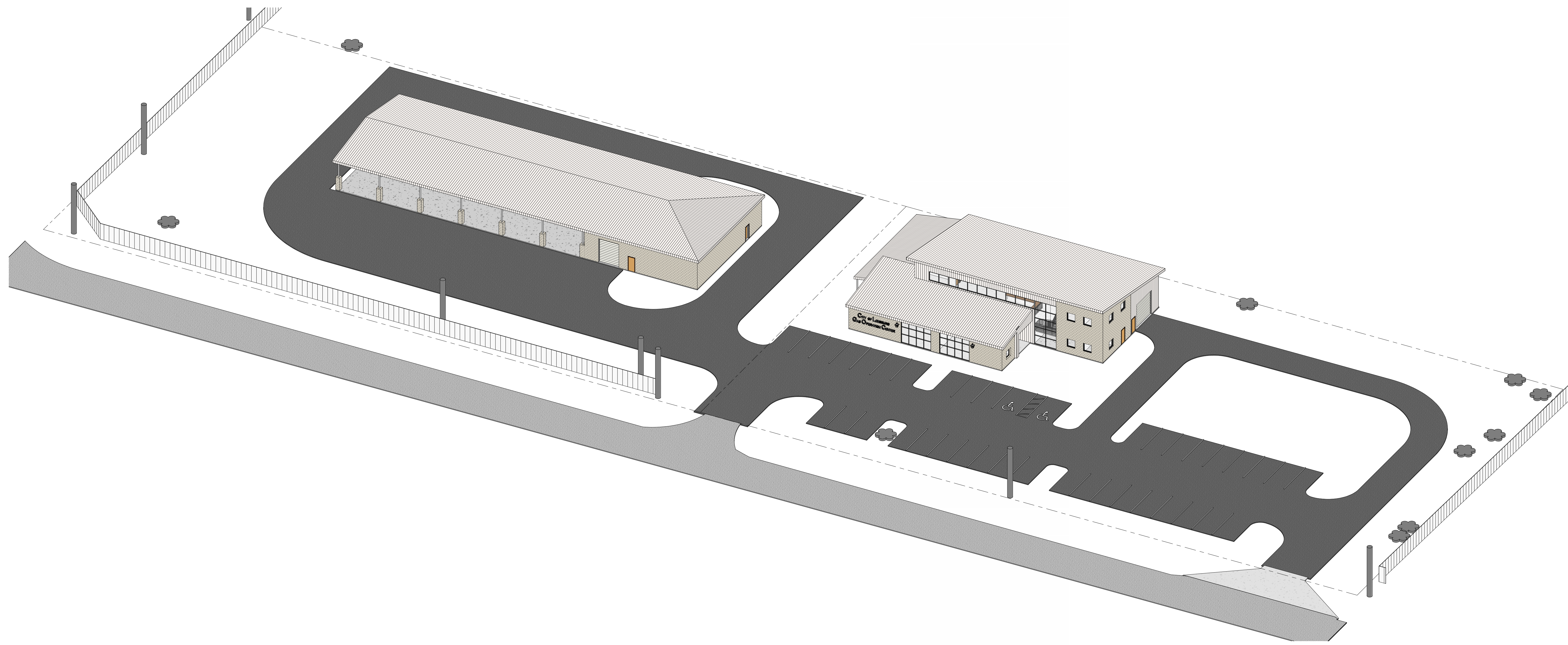
**C. REQUIRED FIRE FLOW:**

1. THE POLE BARN REQUIRES THE HIGHEST FIRE FLOW RATE BETWEEN THE TWO PROPOSED BUILDINGS – THEREFORE THE SITE MUST MEET THE REQUIREMENTS FOR THE POLE BARN FIRE FLOW WHICH EQUALS 2,000 GPM AT A 2 HOUR DURATION.

**C. FIRE HYDRANT COVERAGE:**

1. ACCORDING TO NFPA 1 (FFPC 8TH EDITION) CHAPTER 18 – 18.5.4.3, A FLOW CREDIT AMOUNT OF 2,000 GPM REQUIRES 2 FIRE HYDRANTS, WITH ONE HYDRANT LESS THAN OR EQUAL TO 250FT FROM THE BUILDING AND AT LEAST ONE ADDITIONAL HYDRANT LESS THAN OR EQUAL TO 500FT FROM BOTH BUILDINGS.
2. ONE HYDRANT IS PROPOSED ON-SITE WITHIN 250FT FROM BOTH BUILDINGS, ONE EXISTING HYDRANT ON-SITE IS LOCATED WITHIN 500FT FROM BOTH BUILDINGS, AND ONE HYDRANT OFF-SITE IS LOCATED WITHIN 250FT FROM BOTH BUILDINGS.
3. ALL POINTS OF THE PROPOSED BUILDING PERIMETERS ARE REACHED WITH LESS THAN 400' OF HOSE.

APP'D BY	
REV.	
DATE	
DESCRIPTION	
<b>LEESBURG GAS</b>	
<b>CITY OF LEESBURG, FL</b>	
<b>FIRE SAFETY PLAN</b>	
HIGHLAND ENGINEERING, INC. 1172 S. Grand Highway Clermont, Florida 34711 Office 407-275-7817 Fax 407-275-7901 CA No. 27612	
JOB No.:	FFAE-004
DESIGNED BY:	B.M.
DRAWN BY:	B.M.
APPROVED BY:	J.B.
DATE:	7-25-2025
SHEET:	C500
NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED	
DATE:	



2 OVERALL SITE



1 EXTERIOR VIEW 1

SCHEMATIC DESIGN PROGRESS SET - NOT FOR CONSTRUCTION

**FOREFRONT**  
ARCHITECTURE + ENGINEERING

1230 Oakley Street, Suite 100  
Leesburg, Florida 34715  
(888) 774-2273  
www.forefront.com

AR102538-CA30900  
ISSUE - REVISION LOG

MARK	DATE	DESCRIPTION

JOB NAME: LEEBURG GAS OPERATION OFFICE  
2116 GRIFFIN RD, LEEBURG, FL 34748

SHEET NAME: 3D VIEW - EAST

ANY DISCREPANCY OR ERROR IN DIMENSIONS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

JOB #: 25-11058  
DATE: 2025-05-05

SHEET NUMBER: A-207

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MARK	DATE	DESCRIPTION

DESIGNER: [Signature]

DATE: [Date]

PROJECT: LEESBURG GAS OPERATION OFFICE

2116 GRIFFIN RD., LEESBURG, FL. 34748

OFFICE EXTERIOR ELEVATIONS

JOB NAME: LEESBURG GAS OPERATION OFFICE

DATE: 25-11058

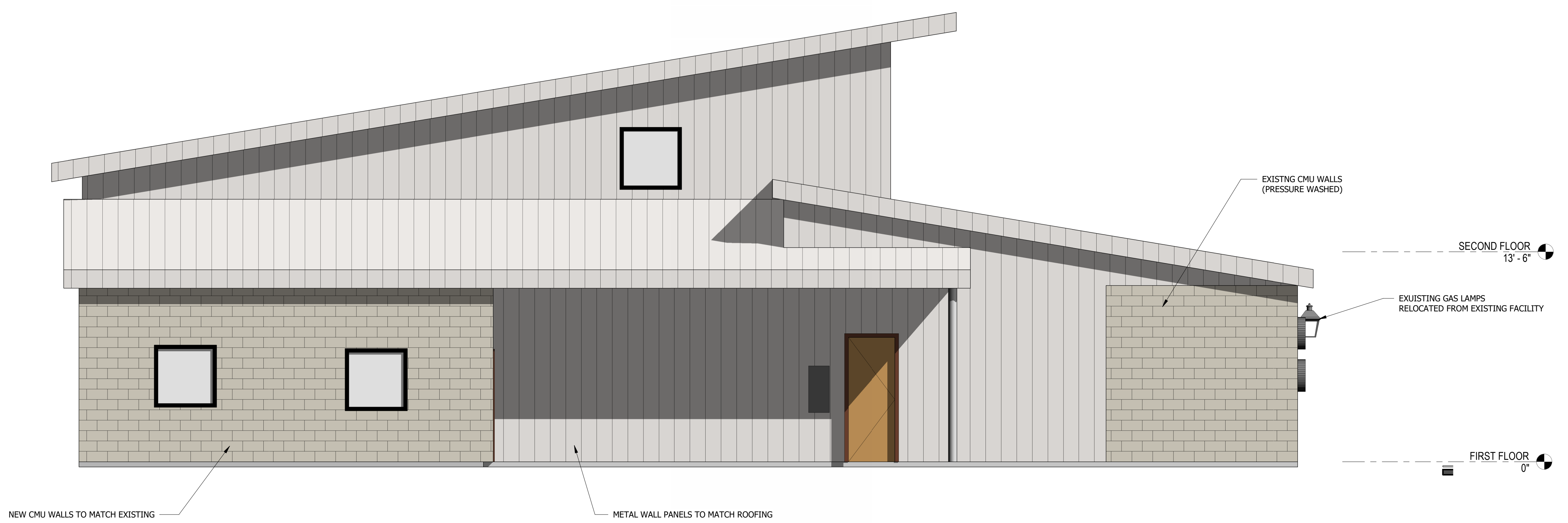
DATE: 2025-05-05

SHEET NUMBER: A-202

DATE: 2025-05-05

DATE: 2025-05-05

SCHEMATIC DESIGN PROGRESS SET - NOT FOR CONSTRUCTION



2 OFFICE WEST ELEVATION  
1/4" = 1'-0"



1 OFFICE EAST ELEVATION  
1/4" = 1'-0"

MARK	DATE	DESCRIPTION

DESIGNER

PROJECT NAME

LEESBURG GAS OPERATION OFFICE  
2116 GRIFFIN RD. LEESBURG, FL. 34748

OFFICE EXTERIOR ELEVATIONS

JOB NAME

SHEET NAME

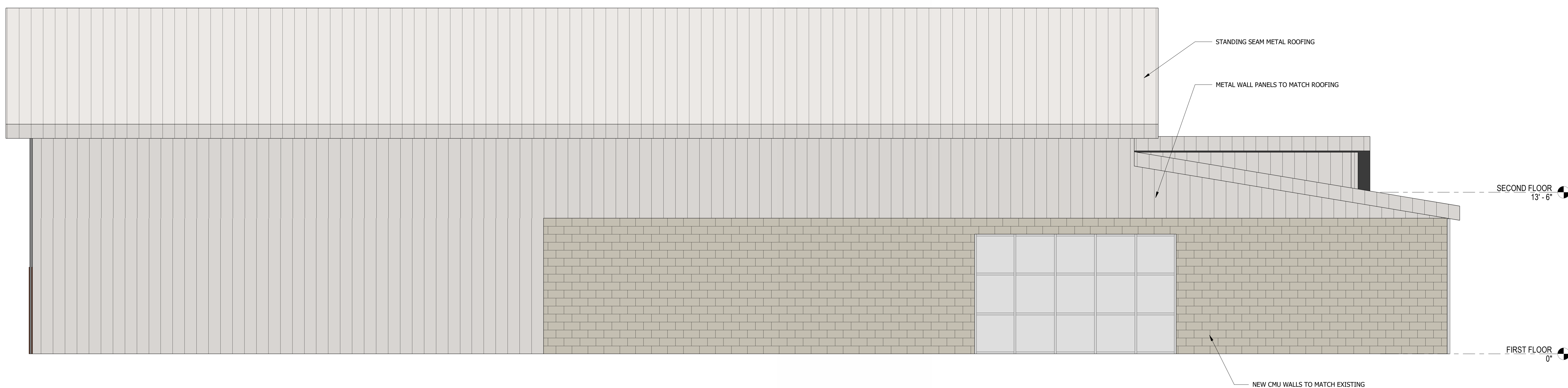
ANY DISCREPANCY OR ERROR IN DIMENSIONS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

JOB # 25-11058  
DATE 2025-05-05

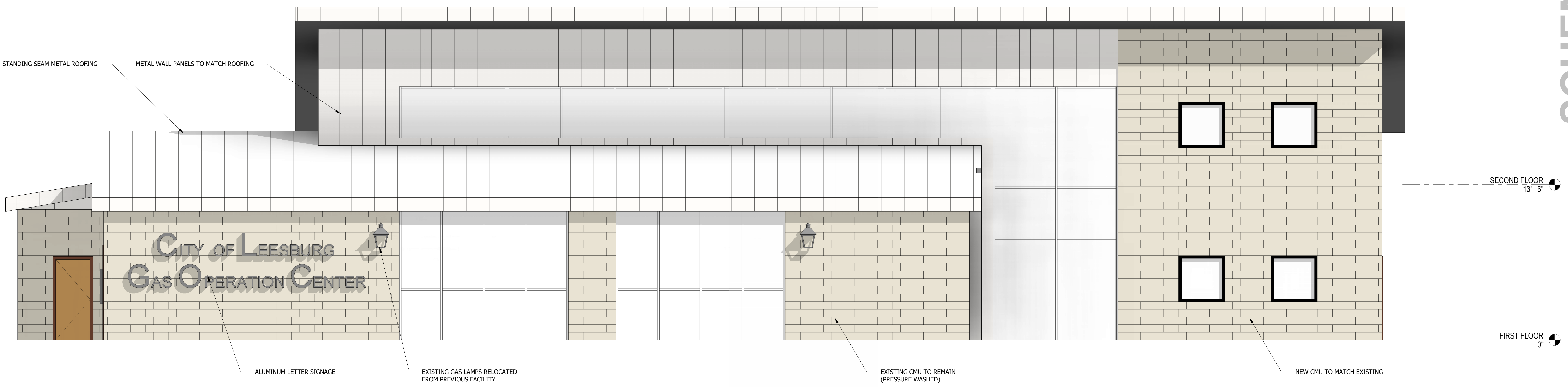
SHEET NUMBER

A-201

SCHEMATIC DESIGN PROGRESS SET - NOT FOR CONSTRUCTION



2 OFFICE NORTH ELEVATION  
1/4" = 1'-0"



1 OFFICE SOUTH ELEVATION  
1/4" = 1'-0"



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.2.

**Meeting Date:** May 26, 2026

**From:** Cliff Kelsey, (Public Works Director)

**Subject:** Purchase request by the Public Works Department for the purchase of athlete project items from BSN Sports LLC to support the construction of the Susan Street Sports Complex, for a total purchase amount of \$235,855.60.

---

### **Staff Recommendation:**

Staff recommends that the City Commission approve the Owner Direct Purchase (ODP) of goal posts, a football scoreboard, and related athletic equipment from Florida BSN Sports LLC in the amount of \$235,855.60.

### **Analysis:**

The Public Works Department requests authorization to purchase essential athletic field equipment for the Susan Street Sports Complex. The proposed items include portable goal posts, a football scoreboard, a School ID sponsor panel, high-school-grade football goal posts, football sleeves, and bleachers, all of which are critical components of a fully functional athletic facility.

These improvements will strengthen the City's ability to host athletic programs, tournaments, and community events while enhancing the overall experience for participants and spectators alike. In addition, the proposed equipment will support continued compliance with applicable athletic facility standards and program requirements.

### **Procurement Analysis:**

The City consistently seeks opportunities to maximize cost savings through all available means. Following a project review and cost analysis, the City elected to procure the listed project items through the Owner Direct Purchase (ODP) process in accordance with Florida Department of Revenue Rule 12A-1.094. This procurement method resulted in savings exceeding \$17,000.00.

### **Options:**

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

This purchase is included in the current Susan Street project budget.

Account No.	031-8125-572-6310
Project No.	310081
WF No.	WF1471073/1
Requisition	<u>58529</u>
Budget	\$11,213,259.42
Available	\$517,148.27



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Quote	
<b>Cart #:</b>	15226448
<b>Purchase Order #:</b>	Goal Posts Scoreboards
<b>Cart Name:</b>	Leesburg Project
<b>Quote Date:</b>	03/02/2026
<b>Quote Valid-to:</b>	05/29/2026
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Marcus Niblack

Contact Your Rep

**Loren Miller** Email:lmiller@bsnsports.com | Phone:972-884-7369 x7369

**Sold to**  
**1035087**  
**CITY OF LEESBURG**  
 1851 Griffin Rd.  
 LEESBURG FL 34749-0630  
 USA

**Ship To**  
**3856982**  
**Susan Street Sports Complex**  
 Marcus Niblack  
 940 Susan Street  
 LEESBURG FL 34748  
 USA

**Payer**  
**1035087**  
**CITY OF LEESBURG**  
 1851 Griffin Rd.  
 LEESBURG FL 34749-0630  
 USA

Item Description	Qty	Unit Price	Total
<b>20' Outdoor Truss</b> Item # - 1459541	4 EA	\$ 4,000.00	\$ 16,000.00
<b>Coll. Portable Goal/ea/18</b> Item # - NSPHG	8 EA	\$ 3,000.00	\$ 24,000.00
<b>4'x8' Side Sponsor Panel Set</b> Item # - NSPCUSTOM	4 EA	\$ 2,200.00	\$ 8,800.00
<b>Football Scoreboard - 20x8</b> Item # - NSPHG	4 EA	\$ 11,545.00	\$ 46,180.00
<b>School ID / Sponsor Panel</b> Item # - NSPHG	8 EA	\$ 1,575.00	\$ 12,600.00
<b>White-FB GOAL SLVDALUM 8'OS 23'XB 30'UP C</b> Item # - GAFB18130CXX	1 PR	\$ 14,470.00	\$ 14,470.00

Subtotal:	\$122,050.00
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$122,050.00
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$122,050.00</b>



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Quote	
Cart #:	14990053
Purchase Order #:	12 Row Bleacher
Cart Name:	Bleachers - No Install
Quote Date:	01/22/2026
Quote Valid-to:	03/05/2026
Payment Terms:	NT30
Ship Via:	
Ordered By:	Travis Rima

Contact Your Rep

**Kay Chew** Email: [KChew@bsnsports.com](mailto:KChew@bsnsports.com) | Phone: 972-406-7141

**Sold to**  
**1035087**  
**CITY OF LEESBURG**  
 1851 Griffin Rd.  
 LEESBURG FL 34749-0630  
 USA

**Ship To**  
**3856982**  
**Susan Street Sports Complex**  
 940 Susan Street  
 LEESBURG FL 34748  
 USA

**Payer**  
**1035087**  
**CITY OF LEESBURG**  
 1851 Griffin Rd.  
 LEESBURG FL 34749-0630  
 USA

Item Description	Qty	Unit Price	Total
<b>Non-elevated 12 Row x 85'-6</b> Item # - NSPHG	1 EA	\$ 108,405.60	\$ 108,405.60

Subtotal:	\$108,405.60
Other:	\$0.00
Freight:	\$5,400.00
Sales Tax:	\$0.00
Order Total:	\$113,805.60
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$113,805.60</b>

*BT*



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Quote	
Cart #:	14990053
Purchase Order #:	12 Row Bleacher
Cart Name:	Bleachers - No Install
Quote Date:	01/22/2026
Quote Valid-to:	03/05/2026
Payment Terms:	NT30
Ship Via:	
Ordered By:	Travis Rima

Item Description	Qty	Unit Price	Total
------------------	-----	------------	-------

Non-elevated 12 Row x 85'6" Bleacher  
 Aluminum angle understructure with 8" Rise / 24" Run  
 2 x 10 anodized aluminum seat plank with poly end caps  
 Double 2 x 10 mill finish aluminum foot plank with aluminum end caps  
 1 x 6 riser rows 2 - 11 and (2) 1 x 6 top row risers mill finish  
 (2) 4'-6" wide vertical aisle with mid aisle handrail  
 Chain link guardrail system  
 Concrete wedge anchors  
 Galvanized hardware  
 Submittals Required  
 Net seating capacity 618 per unit  
 -  
 No installation  
 Delivery of materials is dock to dock - customer responsible for offload  
 \*\*\* Any modifications done to bleachers will void warranty\*\*\*  
 \*\*\* If new tariffs, duties, or similar government-imposed charges are introduced after a proposal or contract execution, the parties will renegotiate pricing in good faith to reflect the impact of such charges. If such charges occur, notification will be sent in writing, and the order process will be halted until new terms have been agreed upon by both parties\*\*\*

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.1.

**Meeting Date:** May 26, 2026

**From:** Corey Goepfert, (Gas Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Capacity Release Agreement between the City of Leesburg and Fort Pierce Utilities Authority; and providing an effective date.

---

**Staff Recommendation:**

Approve as presented.

**Analysis:**

The release of additional volume from Cutrale to Fort Pierce Utility Authority (FPUA), FPUA will require approximately 700 to 800 DTH per day.

**Procurement Analysis:**

N/A

**Options:**

1. Approve as presented to release the extra gas volume; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The Gas fund will save approximately \$140,000 to \$150,000 a year on the city's gas bill.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A  
CAPACITY RELEASE AGREEMENT BETWEEN THE CITY OF LEESBURG  
AND FORT PIERCE UTILITIES AUTHORITY; 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 a Capacity Release Agreement with Fort Pierce Utilities Authority.

**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 26th day of May 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## PARTIAL ASSIGNMENT OF AGGREGATED CAPACITY

This Assignment dated this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among between Florida Gas Utility, a public body corporate and politic formed under the Florida Interlocal Cooperation Act (“*FGU*”), the City of Leesburg, Florida, a municipal corporation of the State of Florida (“*Leesburg*”) and Fort Pierce Utilities Authority, an Authority duly organized and legally existing as a part of the government of the City of Fort Pierce, Florida (“*Fort Pierce*”).

WITNESSETH:

WHEREAS, Florida Gas Utility was formed by Interlocal Agreement on September 1, 1989, as amended and restated by Amended and Restated Interlocal Agreement as of March 25, 2011 (“*Interlocal Agreement*”); and

WHEREAS, Leesburg is a Member of FGU, and has entered into a Gas Services Agreement with FGU (the “*Leesburg GSA*”) dated as of October 1, 2000; and

WHEREAS, Fort Pierce is a Member of FGU, and has entered into an All Requirements Gas Services Agreement with FGU (the “*Fort Pierce GSA*”) dated as of January 15, 2002; and

WHEREAS, pursuant to each respective GSA and the Aggregated Transportation Contracts referred to therein (the “*Aggregated Transportation Contracts*”), Leesburg and Fort Pierce, respectively, have aggregated their firm gas transportation entitlements with Florida Gas Transmission Company (“*FGT*”) with other members of FGU and have authorized FGU to administer that capacity in the delivery of Gas under the GSAs; and

WHEREAS, FGU administrates the aggregated transportation entitlements of Leesburg and Fort Pierce (among others) under and pursuant Section 3 of the GSA of each entity, and under the Firm Transportation Service Agreement (Rate Schedule FTS-1) with FGT, dated as of October 1, 1993 (as amended, the “*FGT Service Agreement*”); and

WHEREAS, Fort Pierce requires additional firm gas transportation capacity and Leesburg has excess gas transportation entitlements with FGU under its Aggregated Transportation Contract which is being managed by FGU.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State of Florida, and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Assignment of Firm Transportation Capacity. Leesburg hereby assigns to Fort Pierce during the Assignment Term, and Fort Pierce hereby accepts, that portion of Leesburg’s firm transportation entitlements held and managed by FGU under its Aggregated Transportation Contract equal to the incremental capacity levels, and at the prices specified in Schedule A hereto (the “*Assigned Capacity*”), subject to the Special Provisions set forth in paragraph 3 below.

Section 2. Duration. The term of this Assignment shall commence on July 1, 2026 and shall end on December 31, 2028, subject to early termination and extensions as herein provided

(the "Assignment Term"). This agreement may be renewed by mutual agreement of the Parties for up to one (1) additional one (1) year period.

Section 3. Early Termination and Extensions.

A. Either party, with one hundred and eighty (180) days written notice to the other party and FGU, may terminate this Agreement for any reason; upon which all of the Assigned Capacity shall cease to be utilized by Fort Pierce and such capacity shall return to Leesburg under its Aggregated Transportation Agreement.

Section 4. Pricing and Administration. FGU shall administer the Assigned Capacity in accordance with each party's GSA and in accordance with the following pricing provisions: The price charged for four hundred (400) dekatherms per day of the Assigned Capacity shall be at the maximum FGT FTS-1 tariff rate, including all applicable surcharges. The price charged for the remaining four hundred (400) dekatherms per day of the Assigned Capacity shall be at the market price for remarketed capacity, including all applicable surcharges. FGU shall determine the applicable market price for remarketed capacity on each day in the Fort Pierce area on FGT's pipeline. Fort Pierce shall be solely responsible for all costs, liability and expenses related to the Assigned Capacity during the Assignment Term as if the Assigned Capacity were part of its Aggregated Transportation Agreement and shall hold Leesburg free and harmless from all transportation charges, including demand charges, and all costs, expenses and liabilities incurred under Leesburg's Aggregated Transportation Contract with respect thereto.

Section 5. Cooperation upon Changes in Structure. If, during the Assignment Term, either Fort Pierce or Leesburg ceases to be a Member of FGU or if FGU ceases to be an Interlocal Agency, the parties shall cooperate with each other and will sign such documents and instruments as may be reasonably necessary to preserve Fort Pierce's rights to the Assigned Capacity as herein contemplated including, to the extent required, signing temporary capacity releases directly with FGT, provided that such documentation does not materially increase any such party's cost or exposure as contemplated by this Agreement.

Section 6. Execution in Counterparts. This Agreement may be executed in any number of counterparts and the counterparts collectively shall constitute the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

FLORIDA GAS UTILITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

FORT PIERCE UTILITIES AUTHORITY  
Member

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF LEESBURG, FLORIDA  
Member

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A  
ASSIGNED CAPACITY

<u>Effective Date</u>	<u>Total Daily Capacity</u>
April through October	800 Dth/day
November through March	0 Dth/day

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.2.

**Meeting Date:** May 26, 2026

**From:** Sandra Wilson, (Housing Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing staff to submit a grant application to Lake County for Community Development Block Grant (CDBG) Funding for sidewalk construction and/or replacement projects in the CDBG target areas; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends approval of the resolution to authorize the submission of a CDBG application to Lake County for FY 26-27 funding.

### **Analysis:**

The City of Leesburg has participated with the Lake County Board of County Commissioners under an Urban County Cooperation Agreement since 2014. As an Urban County partner, Leesburg's demographics contribute to the determination of funding received by Lake County for Community Development Block Grants. Therefore, Leesburg will identify areas in the CDBG target areas (Carver Heights/Montclair Corridors) where new sidewalks should be constructed, or old sidewalks need to be replaced.

The project will seek grant funding, which requires \$0 matching dollars from the City.

### **Procurement Analysis:**

N/A

### **Options:**

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

If awarded, a budget adjustment will be necessary to add the funds to the current budget.

Account No. 017-0000-331-5600

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO  
LAKE COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDING FOR SIDEWALK CONSTRUCTION AND/OR  
REPLACEMENT PROJECTS IN THE CDBG TARGET AREAS; AND  
PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the City Commission hereby authorizes staff to submit a grant application to the Lake County Board of County Commissioners, whose address is P.O. Box 7800, Tavares, Florida 32778, for the Lake County for Community Development Block Grant (CDBG) Funding for sidewalk construction and/or replacement projects in the CDBG target areas in the Carver Heights Community Redevelopment Area.

**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 26th day of May 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.3.

**Meeting Date:** May 26, 2026

**From:** Al Minner, (City Manager)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lessor Consent to Sublease Agreement between the City of Leesburg and Melon Patch Players, Inc., for a sublease agreement between Melon Patch Players, Inc., and One99 Church Inc.; and providing an effective date.

---

### **Staff Recommendation:**

Approve consent to sublease between the City and Melon Patch Players.

### **Analysis:**

Melon Patch Players seek a sublease where their portion of the Tropic can be sublet for church purposes. The resolution approving the sublease requires the Melon Patch to share the lease revenue with the City 50%/50%.

Also included in the patch is the redlined lease which would be between Melon Patch and the church.

### **Procurement Analysis:**

N/A

### **Options:**

1. Approve 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, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LESSOR CONSENT TO SUBLEASE AGREEMENT BETWEEN THE CITY OF LEESBURG AND MELON PATCH PLAYERS, INC., FOR A SUBLEASE AGREEMENT BETWEEN MELON PATCH PLAYERS, INC., AND ONE99 CHURCH INC.; 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 a Sublease agreement with Melon Patch, whose address is 122 West Main Street, Leesburg, Florida, 34748.

**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 26th day of May 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**LESSOR CONSENT TO SUBLEASE**

THIS LESSOR CONSENT TO SUBLEASE (“Consent”), dated this \_\_\_\_ day of \_\_\_\_\_ 2026, is between the **CITY OF LEESBURG**, a Florida Municipal corporation (“Lessor”) and **MELON PATCH PLAYERS, INC.**, \_\_\_\_\_, (“Lessee”)

**RECITALS:**

**WHEREAS**, Lessor and Lessee are parties to a written lease (the “Primary Lease”) for real property owned by Lessor and located at 122 West Main Street, Leesburg, Lake County, Florida 34748 (the “Premises”).

**WHEREAS**, Lessee and Sublessee wish to enter into the Event (Venue) Rental Agreement attached hereto as Exhibit “A” (the “Sublease”); and

**WHEREAS**, the Primary Lease requires Lessor’s consent to any sublease or assignment and Lessee has requested Lessor’s consent to Lessee subletting a portion of the Premises to the sublessee, One99 Church Inc., (“Sublessee”) pursuant to the Sublease; and

**WHEREAS**, Lessor desires to grant its express consent and permission to the Sublease, subject to the terms, conditions, and provisions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.
2. **Consent to Sublease and Sublease Term.** Subject to the terms and conditions hereof, Lessor hereby consents to the Sublease between Lessee and Sublessee with a term of August 16, 2026, through December 20, 2026. The parties acknowledge that any modification of the Sublease and/or extension of the Sublease term is subject to further approval and consent of Lessor.
3. **Additional Rent.** Lessee shall pay Lessor the sum of \$250.00 each time the Premises are used by Sublessee as Additional Rent due under the Primary Lease between Lessor and Lessee. Said Additional Rent shall be due prior to Sublessee’s desired use. If Sublessee uses the Premises and Additional Rent is not timely paid to Lessor, then Lessor may pursue any and all remedies available under the Primary Lease and applicable law for nonpayment of rent by Lessee.
4. **Sublease Subject and Subordinate to Primary Lease.** The Sublease shall be subject and subordinate always to the Primary Lease. In the case of any conflict between the

provisions of the Primary Lease and the provisions of the Sublease, the provisions of the Primary Lease shall govern.

5. **Lessee Not Released.** Neither the Sublease nor this Consent shall release or discharge the Lessee from any covenants, duties, agreements, or liabilities under the Primary Lease. Lessee shall remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions set forth in the Primary Lease on the part of Lessee to be performed or observed. Any breach or violation of any provisions of the Primary Lease by Sublessee shall be deemed and shall constitute a default by Lessee.

6. **Consent Limited to Subletting.** This Consent shall be deemed to be limited solely to the subletting of the Subleased Premises by Lessee to Sublessee pursuant to the Sublease. Lessor expressly reserves all rights under the Primary Lease, including, but not limited to, the right to consent to or withhold consent with respect to any other matters in the Primary Lease, including, without limitation, any proposed alterations to the Leased Premises or the Subleased Premises or any further subletting either by Lessee or Sublessee. Sublessee shall not be entitled to assign any rights under the Sublease.

7. **Indemnification.** In consideration for Lessor's consent to the Sublease, Sublessee shall indemnify, defend, save, and hold Lessor and Lessor's commissioners, managers, officers, directors, employees, agents, insurers, attorneys and representatives (the "City Indemnified Parties") harmless from any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of any portion of the Premises. Lessee expressly agrees and acknowledges that its indemnification obligations under the Primary Lease shall also extend to any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of the Leased Premises or Subleased Premises.

8. **Termination of Primary Lease.** If at any time prior to the expiration or termination of the Sublease the Primary Lease shall expire or terminate for any reason, the Sublease shall automatically and simultaneously terminate. Nothing herein is intended to alter the notice requirements applicable to Lessor under the Primary Lease. Under no circumstances shall Lessor be obligated to furnish notice of any default or termination to Sublessee.

9. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any and all actions arising out of or related to this consent shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

10. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument

shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

11. **Ratification and Confirmation.** Except as amended or modified pursuant to this Consent, Lessor, Lessee, and Sublessee hereby ratify and confirm all other terms, conditions, and provisions of the Primary Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sublease as of the date first written above.

(Signature block)

**LESSOR:**  
**CITY OF LEESBURG,**  
**a Florida municipal corporation**

**LESSEE:**  
**MELON PATCH PLAYERS, INC., a Florida**  
**not for profit corporation**

By: \_\_\_\_\_  
Allyson E. Berry, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

## EVENT (VENUE) RENTAL AGREEMENT

1. THE PARTIES. This Event (Venue) Rental Agreement ("Agreement") is made on \_\_\_\_\_, by and between:

Renter: One99 Church INC with a mailing address of 3573 Harbor Pointe Cir Apt 110 Fruitland Park, FL 34731 ("Renter"), and

Landlord: The Melon Patch Players INC ~~as representatives with prior approval from~~ of The City of Leesburg. with a mailing address of 121 Market St Leesburg, FL 34748 ("Landlord"). Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. VENUE. The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at: a.) Property Address: 122 W Main St Leesburg, FL 34748 b.) Additional Description: Permitted areas of use are the theater seating area, available stage beyond storage of materials for sets, lobby (when not in use by The Melon Patch Players or The Leasburg Arts Center, both entities listed take priority of space use.), public restrooms off of the lobby and the "rehearsal room" when not in use by The Melon Patch Players. Areas not specified above are not available for use without special arrangement with The Melon Patch Players. c.) Use of Venue: One99 Church agrees to only use the property for worship service purposes between the hours of 6:30 AM and 12:00 PM on SUNDAYS ONLY. Any other use must be approved by The Melon Patch Players. Hereinafter known as the "Venue."

3. LEASE PERIOD. The Renter shall have access to use the Venue for a Lease Period defined as: a.) Date: August 16 2026 to December 20 2026 b.) Time: Sundays 6:30 AM to Sundays 12:00 PM

4. RENT. To lease the Venue, the Renter agrees to pay the Melon Patch Players INC \$500 per use ~~to be evenly split between The Melon Patch Players and The City of Leesburg no later than three (3) days in advance of Renter's desired use date~~. One99 Church also agrees to a \$100 per use utilities/staffing fee ~~solely~~ to The Melon Patch Players. Hereinafter known as the "Rent."

5. DEPOSIT. The Landlord requires a refundable payment of \$1,000.00 at the time of signing this Agreement ("Deposit").

6. OCCUPANCY LIMIT. There shall be a maximum limit of 224 attendees permitted at the Venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

7. OVERTIME. If, for any reason, the Renter overstays the Lease Period, the Landlord shall charge overtime in the amount of \$50.00 per hour. Page 1

8. AMENITIES. The following amenities will be provided:

\_\_\_\_\_. The aforementioned amenities are included in the Rent and not charged separately.

9. PAYMENT. The Renter shall be required to pay rent monthly for the Sundays utilized in that period.

10. METHODS OF PAYMENT. The Landlord's acceptable methods of payment are as follows:- Cash- Check

11. LATE FEE. If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will not be a late fee charged.

12. CHANGES. The Renter can request a change to this Agreement or cancel this Agreement no less than 14 days prior to the Lease Period. If the Renter makes such a request to change or cancel, there shall be no fee or penalty for such request. Landlord will have sole discretion to approve or disapprove any requested change, subject to Landlord obtaining prior approval from The City of Leesburg.

13. CLEANUP. At the end of each use the Renter is responsible for cleanup. The Renter is required to clean and leave the Venue in the same condition as it was at the start of the Lease Period.

14. GENERAL LIABILITY INSURANCE. ~~Tenant~~ Renter shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance,

including contractual liability, on an occurrence basis, on the then most current Insurance Services Office (“ISO”) form or its equivalent in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Premises and on its contents, including any Alterations or improvements made by Tenant; (iii) plate glass insurance; and (iv) such other insurance as may be reasonably required by Landlord. Tenant’s insurance shall provide primary and non contributory coverage to the Landlord when any policy issued to any Landlord provides duplicate or similar coverage, and in such circumstance, Landlord’s policy will be excess over Tenant’s policy. None of Tenant’s policies may have any deductibles, or any self-insured retentions. All insurance policies shall name the The City of Leesburg and The Melon Patch Players INC as an additional insured, and Tenant shall furnish evidence of such insurance naming Landlord as an additional insured within five (5) days of any request by Landlord for such information. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties. Considering the length of the Term, Tenant understands agrees and acknowledges that Landlord may alter these insurance requirements from time-to-time by providing written notice to Tenant in which case Tenant shall promptly comply with such modified insurance requirements.

15. DISPUTE RESOLUTION. ~~Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than 30 days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process. If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction Page 2 as the Venue. The arbitrator’s decision shall be final and legally binding, and judgment may be entered thereon. Any breach of this Agreement by either party shall be considered a default, and the non-breaching party may proceed to enforce their respective rights in accordance with applicable law. Each Party will bear its own costs and fees associated with the arbitration.~~ In the event of litigation relating to this Agreement, each Party will bear its own attorney’s fees and costs.

16. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that The City of Leesburg and The Melon Patch Players may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter hereby releases The City of Leesburg and its commissioners, managers, officers, directors, employees, agents, insurers, attorneys and representatives (the "City Agents") from any and all liability of any nature, whether to person or property, and whether arising from contract, tort, statute, or otherwise, and regardless of whether the actions of the City of Leesburg or the Leesburg Agents contributed to any such liability, which may arise out of or in relation to this Agreement and/or Renter's use of the Venue. In addition, the Renter hereby agrees to indemnify, save and hold harmless The City of Leesburg and The Melon Patch Players INC against any and all legal actions which may arise from the Renter's use of the Venue ~~and the following: a.) Right to Cancel and/or this Agreement.~~ The Melon Patch Players reserve the right to cancel this Agreement at any time and for any reason upon providing at least 14 days' written notice to the Renter. b.) Failure to Comply. The Melon Patch Players INC, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm. c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

17. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Florida with regard to conflict of law principals. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida. where the Venue is located.

19. ADDITIONAL TERMS & CONDITIONS. Both One99 Church understands that The needs of The Melon Patch Players take priority over the needs of One99 Church. Though The Melon Patch Players will do everything within their power to ensure unobstructed use of the mentioned facilities every Sunday (for the length of the lease agreement) from 6:30 AM to 12:00 PM, conflicts may arise, but The Melon Patch Players will give at least 14 days notice if a conflict arises. ▸

20. SUBORDINATE TO PRIMARY LEASE. Renter understands and acknowledges that this Agreement is subordinate to the Primary Lease between The City of Leesburg and The Melon Patch Players. In the event the Primary Lease is terminated for any reason, this Agreement shall automatically terminate and Renter shall immediately vacate the Venue and remove all personal property and belongings.

21. NO SUBLEASE OR ASSIGNMENT. Renter shall not sublease or assign any of its rights to use the Venue or any portion thereof to any third party for any purpose whatsoever, either in whole or in part.

~~2022~~. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Page 3 Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: One99 Church INC  
Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: The Melon Patch Players INC representing The City of Leesburg