



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MARCH 6, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Eugene Collier, New St. John Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Super Star Students of the Month.
2. Certificate of Recognition, DHS Varsity Cheerleading Team.
3. Proclamation, Colorectal Cancer Awareness Month.

CONSENT AGENDA

1. Resolution Approving the Equal Employment Opportunity Program (EEO) and Affirmative Action Plan (AAP).
Resolution approving Equal Employment Opportunity Program.
2. Consideration re CPH Design Contract Amendment for Entry Sign/Feature Design & Permitting.
Staff recommends that the City Commission approve CPH Amendment #1 to Task Assignment No. 15 which includes design and permitting, in the total amount of \$59,020.00.
3. Consideration re Utility Service Agreement for Chimney Corners Motel.
Staff recommends that the City Commission approve the Utility Service Agreement for the Chimney Corner Motel.
4. Consideration re Change Order # 2, Fire Station No.81 Reserve Garage.
Staff recommends that the City Commission approve Change Order No. 2, in the amount of \$2,350.00, for miscellaneous additional work at Fire Station No. 81 Reserve Garage.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-03, Creating a New Residential Land Use Category in the Future Land Use Element (2ND RDG. CONT'D FROM 2/20/23).

Amend the City of DeLand's Comprehensive Plan to add a new Future Land Use Category - Transitional Residential Development Designation.

2. Second Reading of Ordinance No. 2023-04, Changing the Zoning of 14.74 Acres of Property Located along Spring Garden Avenue, Between Plymouth on the North and Minnesota to the South, from C-2 (General Commercial) to Spring Garden Townhomes (2ND RDG. CONT'D FROM 2/20/23).

The City Commission is requested to approve the rezoning of this parcel to Spring Garden Townhomes PD.

NEW BUSINESS

1. Consideration re Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Utilities Administration Building.

Staff recommends that the City Commission approve the PSD 2023 Campus Improvements – CMAR Construction Phase Contract for the Utility Administration Building in the amount of \$2,304,129.00.

2. Consideration re Award of Bid, Greenway Trail North Extension.

Staff recommends that the City Commission award Valencia Construction Group, Inc. to construct Greenway Trail North Extension project in the amount of \$2,245,000.00.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to

be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: February 28, 2023

SUBJECT: City of DeLand Super Star Student of the Month - March

For the March 6, 2023 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Pedro Ceto Aviles

Citrus Grove Elementary: Tatum Squires

DeLand High School: Michael White

DeLand Middle School: Savannah Gilman

DeLand Preparatory Academy: no submission

Freedom Elementary: Grayson Gingerich

George Marks Elementary: Bryan Rodriguez Armas

Southwestern Middle School: Jadilnette Cordero-Vasquez

St. Barnabas: Saylor Spore

St. Peter's Catholic School: no submission

Starke Elementary: Naya Tomlinson

Stetson Baptist: no submission

TOP Academy: Kylan James

Woodward Avenue: Ella Sipp



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition
Presented to

Payton Hart
Alexis Feher
Conner Hernandez
Sabastian Coley
Anthony Medeiros
Ava D'aquino
Ryan Keeling
Camryn Daley
Kaylee Kennedy

Paige Underwood
Elyse Wilgers
Hannah Nichols
Starling Bryant
Christol Ward
Niobe Acobe-Ortiz
Kamryn Nadeau
Sydney Locke

Whereas, *DeLand High School Bulldogs Varsity Cheerleading team athletes competed in four competitions to qualify for the Florida High School Athletic Association (FHSAA) regionals; and*

Whereas, *regionals took place at Bishop Moore High School and DeLand Bulldogs placed first in their division; and*

Whereas, *to qualify for State, the team needed a score of at least 60, but to qualify to go straight to finals at State, they needed a score of a 70 and place top two in the division. DeLand Bulldogs Varsity Cheerleading qualified to go straight to finals, winning their State Championship; and*

Whereas, *this is the first time the DeLand High School Bulldogs Varsity Cheerleading Team has won a State Title.*

Now, therefore, *I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby tender this Certificate of Recognition to DeLand High School Bulldogs Varsity Cheerleading Team for their athletic accomplishments and congratulate them on winning the State Title.*

Done and proclaimed *this 6th day of March 2023.*

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined; and

Whereas, colorectal cancer is one of the few cancers that can be prevented with timely screening, but 1 in 3 eligible Americans are not up to date on screening; and

Whereas, colorectal cancer is estimated to be the number one cancer killer for those ages 20-49 by 2030; and

Whereas, Black Americans are 20% more likely to be diagnosed with colorectal cancer and about 40% more likely to die from the disease than other groups; and

Whereas, colorectal cancer is expected to account for 11% of cancer deaths among Hispanic men and 9% of cancer deaths in Hispanic women; and

Whereas, the National Cancer Institute estimates that there could be as many as 4,500 additional colorectal cancer deaths because of the decrease in screening due to COVID-19; and

Whereas, the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rate to 80% in every community for all Americans eligible for screening; and

Whereas, observing Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim March 2023 as:

Colorectal Cancer Awareness Month

in the City of DeLand and urge all citizens of DeLand to recognize the importance of early testing and screening for colorectal cancer.

Done and proclaimed this 6th day of March 2023.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Resolution Approving the Equal Employment Opportunity Program (EEO) and Affirmative Action Plan (AAP).

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Resolution, EEO Plan

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

The Department of Labor (DOL) requires that the City of DeLand review and update its Equal Employment Opportunity Program (EEO) and Affirmative Action Plan (AAP) every three years. These plans are part of the City's total recruitment process which is essential to equality in the hiring process. This version is in sync with the current best hiring practices and has been updated and reviewed by labor counsel.

The current census information 2020 can be located on the U.S. Census Bureau's website.

Every three years the City of DeLand must report to the DOL our current hiring strengths within the DOL job categories. These job categories are broken into eight categories: Official/Administrator, Professional, Technicians, Protective Services, Para-professional, Office/Clerical, Skilled Craft and Service/Maintenance. This updated EEO and AAP will enhance the City of DeLand with ongoing searches for Federal/State/Local grant fund opportunities. Many Federal and State grants require an EEO/AAP plan as a requirement for grant processing.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the resolution adopting the EEO/AAP plans.

BACKGROUND/DISCUSSION:

The current census information 2020 can be located on the U.S. Census Bureau's website.

Every three years the City of DeLand must report to the DOL our current hiring strengths within the DOL job categories. These job categories are broken into eight categories: Official/Administrator, Professional,

Technicians, Protective Services, Para-professional, Office/Clerical, Skilled Craft and Service/Maintenance. This updated EEO and AAP will enhance the City of DeLand with ongoing searches for Federal/State/Local grant fund opportunities. Many Federal and State grants require an EEO/AAP plan as a requirement for grant processing.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE CITY OF DELAND'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND AFFIRMATIVE ACTION PLAN 2023-2026, IN FURTHERANCE OF THE COMMITMENT OF THE CITY OF DELAND TO EQUAL EMPLOYMENT OPPORTUNITY WITHIN ALL CITY PROGRAMS AND AREAS OF EMPLOYMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has previously directed the City Manager to take all appropriate steps towards the implementation of a sound and effective Equal Employment Opportunity Program; and

WHEREAS, an Affirmative Action Plan is an integral part of such a program; and

WHEREAS, the City Commission has been presented with the Equal Employment Opportunity Program and Affirmative Action Plan 2023-2026, a copy of which is attached hereto and made a part thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission of DeLand, Florida, does hereby adopt the City of DeLand's Equal Employment Opportunity Program and Affirmative Action Plan 2023-2026, which is attached hereto and made a part thereof.

Section 2. The City Commission does hereby direct the City Manager to take all necessary steps toward the complete implementation of this plan.

Section 3. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day of February, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

City of DeLand

**Equal Employment Opportunity Program
(EEO)**

**Affirmative Action Plan
(AAP)**



2023-2026

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POLICY AND PROCEDURE STATEMENT

The City of DeLand, Florida, hereby establishes and expands on its policy of Equal Employment Opportunity (EEO) and non-discrimination in the execution of all services to the public. Our success as a City is dependent upon the effective utilization of our employees and applicants regardless of race, color, sex, religion, national origin, age, disability, marital status, or any other protected characteristic. Hence, the City shall not use such characteristics as a basis of employment decisions. There shall be freedom from unlawful discriminatory practices relating to recruitment, employment, promotion, compensation, benefits, transfer, lay-off, training, education, tuition assistance, social and recreational programs, re-employment and re-instatement. Furthermore, the City will take those actions necessary to promote and enforce its policy that treatment on the job is and shall be free of illegal or unlawful discriminatory practices. The Human Resources Director is directly responsible to the City Manager for conducting compliance activities in accordance with applicable Federal, State and Local laws, regulations, guidelines and executive orders. Additionally, the Human Resources Director is responsible for directing activities which will evaluate the City's objectives set forth in the Affirmative Action Plan (AAP). The Human Resources Director or designee will execute annual evaluations to determine the status of the equality of opportunity accorded to the City of DeLand's work force and those seeking employment. All employees will be made aware that non-discrimination, equal employment opportunity and Affirmative Action are fundamental City policies that are construed as a moral, legal obligation and a socioeconomic necessity.

In sum and substance, the City of DeLand's goal will not be to regulate merely "good faith efforts", but to achieve its objective in a manner which reflects the City of DeLand's sincere and binding commitment, both in letter and spirit, to equal employment opportunity. All applicants for employment and all employees are encouraged to become aware of the benefits provided by the AAP.

Michael Pleus, City Manager

PREFACE

The City of DeLand operates under a charter form of government (City Commission/City Manager). For the purpose of reference, the organizational structure of authority is as follows:

CITIZENS OF THE CITY OF DELAND> CITY COMMISSION>
CITY MANAGER> HUMAN RESOURCES DIRECTOR>
DEPARTMENT HEADS> SUPERVISORS> EMPLOYEES

As part of the City of DeLand's commitment to the principles of Equal Employment Opportunity, the City has prepared its Affirmative Action Plan (AAP) in accordance with applicable federal laws and guidelines, in addition to the specifications of the City Commission Resolutions No. 77-34, 78-11, 80-15, 81-11, 82-11, 06-31, 08-76, 12-19, 15-6, 19-99, **23-X**.

This plan is based on the statistics from the 2020 U.S. Census and the U.S. Census Bureau American Fact Finder Surveys and is an approach to Affirmative Action covering an annual review and updating of statistics, procedures and policies. The City of DeLand is fully committed to achieving the goals set forth in this plan.

GENERAL BACKGROUND INFORMATION: CITY OF DELAND

ESTABLISHMENT OF GOVERNMENT

The City of DeLand was founded in 1876 by a Fairport, New York manufacturer named Henry Addison DeLand. The City of DeLand was incorporated in an election held in the public-school building on the second Saturday in March, 1882.

The City of DeLand operates under a Commission/Manager form of government and provides various services including public safety, public works, recreation, planning, zoning, building inspection, utilities, economic development and other community services. Under this plan, four elected commissioners and one elected mayor hire a full-time professional administrator (manager) who carries out City Commission policies and oversees day-to-day operations. The production and adoption of policy is the responsibility of the five-member commission. However, the execution and administration of such policy is the responsibility of the Commission-appointed City Manager. Four commission members and a Mayor are elected by voters and serve four-year terms.

The political history of our City is quite interesting. Following a spirited election in 1888, the county seat was moved to DeLand from Enterprise, where it had been located since 1854. The first of three courthouses were built in DeLand in 1880. The City is located near the St. Johns River in Western Volusia County and maintains its old-world charm under a canopy of stately 200-year-old oak trees. DeLand is home to prestigious Stetson University. Its growing industrial and commercial base combined with the renaissance of its picturesque downtown area offers a traditional lifestyle for families and a healthy environment for businesses. The population of DeLand is approximately 40,000.

SCOPE

The landmark legislation in the area of equal employment rights is Title VII of the Civil Rights Acts of 1964, as amended. It requires that any illegal discriminatory practices and conditions related to employment be eliminated. To this end, the City will monitor the employment process to ensure employment activities occur in a fair and equitable manner. The scope of the AAP is not limited exclusively to specific employment activities, but extends to the spirit of, and commitment to, achieving equality and equal employment opportunity in our organization. As such, the legal and moral demands of Equal Employment Opportunity require the identification and elimination of visible acts of discrimination and prejudice and that it intends to remedy effects of past discrimination.

In the final analysis, EEO/AAP effectiveness will be measured by the City of DeLand's ability to meet present and future employment needs. The City will strive toward making its work force representative of the diversity present in the community it serves.

The EEO/AAP plan is a tool to help transform the intangible commitment to City employees into stated goals. It is a gauge for setting and measuring EEO/AAP effectiveness, and provides the means by which the goals of the City of DeLand can be realized.

I. Utilization Analysis

The Job Group Analysis Report is an itemized list of present job titles and is located in the Appendix. The Utilization Analysis shows the utilization of minority groups and the statistical composition of the workforce in the categories of Officials and Administrators, Professionals, Technicians, Protective Services, Paraprofessionals, Office and Clerical Services, Skilled Craft Workers, and Service/Maintenance Workers. The Development and Execution of EEO section addresses the City's approach to improving the utilization of females and minorities. The Utilization Analysis is located in the Appendix.

A. Work Force Analysis

As of December 2022, the City of DeLand, Florida engaged the services of 463 employees. The City of DeLand consists of different departments including:

- Central Government
- Community Development
- Public Safety
- Parks and Recreation
- Public Works
- Public Services
- Utilities
- Airport

Within the City's departments employees work in the categories : Officials and Administrators, Professionals, Technicians, Protective Services, Paraprofessionals, Office and Clerical Services, Skilled Craft Workers and Service/Maintenance Workers. The Workforce analysis in the Appendix designates all job titles within each category. Each job title appears as listed on payroll records and is ranked from lowest to highest paid within each category.

There are formal lines of progression in all service groups. However, there are no informal lines of progression. Further displayed within each department, for each job title, is the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents who are Black, Hispanic, American Indian, and Asian. Finally, a wage rate for each job title is also supplied in the Appendix. The Work Force Analysis Data Report is found in the Appendix.

B. Analysis of Major Job Groups

The Appendix includes an analysis of all current Job Groups. Job Groups are sufficiently large to ensure meaningful statistical analysis. The Work Force Analysis of the Major Job Groups is located in the Appendix. Underutilization may be identified in those instances where the actual employment of minorities and females is less than their relative availability in the applicable work force in a Utilization Analysis. Where appropriate, goals to improve utilization may be projected on an annual basis.

II. Establishment of Goals and Timetables

The goals and timetables are based upon the obtainment of the analysis of all personnel actions. These goals and timetables are made with direct consideration of the factors affecting underutilization. Our goals are defined to be significant, measurable and attainable. They are specific in detail for planned results with timetables for completion. Inherent to the AAP process is the bi-annual review. This will lead to an interpretation that our goals will be attained on a yearly basis. However, we have projected our underutilization goal to 2025. Particular care is taken to ensure that our goals are not rigid and inflexible quotas which must be met, but are instead targets that are reasonably attainable by means of the application of every good faith effort to enforce the entire AAP. With these criteria as a preamble, the following goals for 2023 are set for the City:

A. Job Group Analysis

1. To improve the percentages of the underutilization group toward the available rates in the relative market force.
2. To discover and eliminate those areas of public employment where underutilization exists.
3. To include qualified persons in underutilized classes in all areas of public employment.

B. AAP

1. Remove any adverse barriers to equal employment.
2. Conduct a review of the total selection process and increase awareness of accountability for progress.
3. To inculcate the equal employment policy of the City; the administrative and supervisory personnel must make it effective.
4. City-wide DEI training.
5. Provide progress reports to Managers/Directors as requested.

C. Training

Promote harmonious employee relations by placing emphasis on diversity training. Provide Affirmative Action/Equal Employment Opportunity training to all Department Heads and first line Supervisors.

D. Monitoring

Monitor by service group and/or classification, selection, promotion and salary incentives of employees. Maintain and encourage the Employee Development and Mentoring Program to inspire learning and professional development throughout the City.

III. Additional Required Elements of Affirmative Action Program

A. Development or Reaffirmation of the City Equal Employment Opportunity Policy in All Personnel Actions.

The City will:

1. Recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, or national origin.
2. Base employment decisions so as to further the principle of Equal Employment Opportunity.
3. Ensure that promotion decisions are in accordance with the principles of Equal Employment Opportunity by imposing only valid requirements for promotional opportunities.
4. Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, City sponsored training, education, tuition assistance, social and recreation ration programs are administered without regard to race, color, religion, sex, age, disability, or national origin.
5. HR Director is the Affirmative Action or Equal Opportunity Officer and assign program responsibility to that position.
6. Provide for a reporting and monitoring procedure as needed.
7. Include any addendum which is set forth by the City Commission.

B. Dissemination of Policy

1. Internal Dissemination

The EEO/AAP commitment will be:

- a. Included as a policy statement in the Personnel Rules and Regulations.
- b. Publicized in City of DeLand publications, reports and other media.
- c. Made a part of the conduct of special meetings and training for executive, management and supervisory personnel to explain the policy and individual responsibility for effective implementation, as well as to make clear the City Manager's commitment.
- d. A topic in special meetings with other employees to discuss the policy and individual responsibility.

- e. Thoroughly covered discussion in Employee Orientations and management training programs.
- f. Subject for articles covering EEO programs and promotions or other achievements of minority and female employees in City publications.
- g. The posting of City policy on employee bulletin boards.
- h. Include minority and non-minority men and women when employees are featured in advertising, employee handbooks or similar publications.
- i. Communicate to employees the existence of the City's Equal Employment Opportunity Program/ Affirmative Action Plan and provide information which will enable them to be aware of and avail themselves of any benefits it may provide. This plan is updated in the Rules and Regulations and is communicated at New Hire Orientation.

2. External Dissemination

The City of DeLand will continue to disseminate its policy externally by:

- a. Informing all recruiting sources verbally and in writing of the City policy, and stipulating that they actively recruit and refer qualified minorities and women to all listed positions.
- b. Incorporating the equal opportunity clause in all purchase orders, leases and contracts.
- c. Communicating to prospective employees the existence of the City's Affirmative Action Program.
- d. Ensuring that all minority and non-minority individuals are included among employees pictured in consumer or help-wanted advertising.
- e. Sending written notification of the City of DeLand's policy to all subcontractors, vendors and suppliers requesting appropriate action on their part.
- f. Including the phrases "an Equal Employment Opportunity/Affirmative Action Employer" or "EEO/AAP" in all employment advertisements and other media.

C. Establishment of Responsibilities for Implementation of the EEO Policy

The City Manager has the ultimate responsibility to implement the City's EEO/AAP. In turn, the overall coordination and responsibility to implement and maintain the EEO/AAP policy is assigned to the Human Resources Director, who has the full support of executive management. Furthermore, the Human Resources Director has the necessary management support from the City Manager for staffing and executing the EEO/AAP.

1. The Human Resources Director will serve as Equal Employment Opportunity (EEO) Officer.
2. Where appropriate and necessary, the EEO Officer's name will be placed on all internal and external communications regarding the City's Affirmative Action Program.
3. The Human Resources Director will delegate to the EEO Officer:
 - a. Daily oversight of EEO/AAP operations.
 - b. Development of Affirmative Action Plan and programs, policy statement, as well as internal and external communication techniques.
 - c. Assistance to managers in identification of problem areas.
 - d. Assistance to managers to develop solutions for problem areas.
 - e. Authority to design and implement auditing and reporting systems that will:
 - i. Measure the effectiveness of the City's Equal Employment Opportunity/Affirmative Action Plan programs.
 - ii. Indicate the need for and identification of remedial actions, if any.
 - iii. Determine the degree to which the City's goals and objectives have been obtained.
 - f. Serving as a liaison between the City and enforcement agencies.
 - g. Serving as a liaison between the County, minority and women's organizations that promote employment opportunities for minorities and women.
 - h. Keeping managers informed of the latest developments in the Equal Opportunity area.

4. Human Resources Director's responsibilities include:
- a. Assisting in identifying problem areas and establishing goals and objectives.
 - b. Becoming actively involved in local minority organizations, women's organizations, community action groups, and community service programs.
 - c. Performing periodic audits of training programs, as well as reviewing hiring and promotion patterns to remove unnecessary impediments in order to attain program goals and objectives.
 - d. Conducting regular discussions with all managers, supervisors and employees to ensure that City policy and Affirmative Action programs are being followed.
 - e. Monitoring applicant selection and other personnel actions to ensure that minorities and women are given equal opportunity for transfer and promotion.
 - f. Making career counseling available to all employees.
 - g. Conducting periodic audits to ensure that each organizational location for which they are responsible has displayed Equal Employment Opportunity posters.
 - h. Affording full opportunity and encouragement to minority and female employees to participate in all City sponsored educational training, recreational and social activities.
 - i. Evaluating supervisors on their work performance, in part, on the basis of their equal employment results through performance evaluations.
 - j. Requiring supervisors to take actions to prevent and deal promptly with harassment of any employee placed in positions through Affirmative Action efforts.
 - k. Including minority and non-minority individuals when employees are pictured in consumer or help-wanted advertising.
 - l. Sending written notification of City policy and commitment to all subcontractors, vendors and suppliers that requests inclusion and compliance on their part.

- m. Communicating to employees the existence of the City's Affirmative Action Program and providing information which will enable them to be aware of and avail themselves of any benefits it may provide.

JOB GROUP ANALYSIS OF CURRENT SITUATION

JOB GROUPS	AREAS OF CONCERN	FUTURE ACTION
Officials and Managers	Representation of females, Blacks and Hispanics	Improve representation of females, Blacks and Hispanics through review of hiring and promotion procedures and recruitment
Professionals	Representation of females, Blacks and Hispanics	Improve representation of females, Blacks and Hispanics through review of hiring and promotion procedures and recruitment
Technician	Representation of females, Blacks and Hispanics	Improve representation of females, Blacks and Hispanics through review of hiring and promotion procedures and recruitment
Protective	Minority representation	Target recruitment will be heavily utilized to increase representation.
Para Professional	Minority representation	Aggressive recruitment
Office and Clerical	Female representation	Aggressive recruitment

The City shall continue to develop and reassess its recruitment program that is designed to inform minorities and women of job opportunities.

Advertising of employment opportunities should be facilitated through media primarily directed at minorities and female audiences. The City shall seek to increase the representation of minorities consistent with their availability in the civilian labor force as reflected in the 2020 Census and the U.S. Census Bureau American FactFinder Surveys. **The City shall continue to pursue an active program to recruit minority candidates who meet the requirements to be firefighters and police officers.** Current City employees shall be included in the recruiting program.

IV. Establishment of Goals and Objectives by Organization Units and Job Groups with Timetables for Completion

The City will review its practices in all organizational units and major service groups. In addition, the City will examine certain areas that are unique to each of these groups:

1. Initial entry procedures and selection of minorities and females.
2. Written tests.
3. Utilization of minorities and females.
4. Any identified areas of concern.
5. Rating questionnaires.
6. The City will address those problems associated with the noted major groups/units by incorporating them into its goals and Core Values of helping people, communication, teamwork, integrity, respect and pride.

V. Development and Execution of Action Oriented Programs to Identify Problems and Establish Goals and Objectives

A. Selection Process

1. The City is currently reviewing all class specifications within the past year, to ensure that they accurately reflect position functions and are consistent for equivalent positions from one location to another.
2. The City is currently validating the class specification for each job title in each department and division using only job performance criteria. These specifications are nondiscriminatory with respect to race, color, sex (except where sex is a bona fide occupational qualification), religion, national origin, age, disability and marital status. Specifications for a particular job are consistent in all locations unless otherwise specified.
3. These class specifications, when completed, will be available to all members of management involved in recruiting, screening, selection and promotion processes. Copies of position descriptions and class specifications for job openings will be available to all recruiting sources.

4. All other City selection processes have been evaluated and are nondiscriminatory. All personnel involved in any part of the selection process are selected with special care and ongoing training aims to ensure that this process remains nondiscriminatory.

B. Recruitment

The following techniques will be used to increase the flow of applications:

1. Contact minority and women organizations for referrals:
 - a. Florida League of Cities
 - b. CareerSource Flagler Volusia
 - c. Young Men's Christian Association (YMCA)
 - d. National Association for the Advancement of Colored People (NAACP)
 - e. Dr. Joyce C. Cusack Resource Center
 - f. Equal representation of recruiting sources and to provide clear and concise communication of future job openings

C. Promotion

1. Competitive promotional opportunities are/will be posted or announced.
2. An inventory of skills, education and experience levels for all employees will be maintained.
3. Providing necessary remedial, job training and work-study programs.
4. Providing formal employee evaluation programs.
5. "Class specifications" are based on bona fide job performance related criteria.
6. Sponsoring and developing formal career counseling programs such as attitude development, education aid, job rotation, buddy system and similar programs.

D. Welfare

1. Ensuring that all City facilities and social and recreational activities are integrated.
2. Encouraging employees to participate in City-sponsored activities.
3. Reviewing child care, housing and transportation programs to improve employment opportunities for minorities and females.

VI. Design and Implementation of Internal Audit and Reporting Systems to Measure Effectiveness of the Total Program

Proper maintenance of all personnel activity data is essential in order to monitor Affirmative Action commitments and the holistic effectiveness of the program. As part of the City's ongoing audit process, all personnel matters will be reviewed and analyzed for each AAP year. Appropriate action will be taken to correct any problems and attain equal employment opportunities for all applicants and employees. The following records will be collected, maintained, analyzed, and identified with respect to the following areas of contention:

1. Applicant Flow – By name, race, gender, job title, date of application, job group, department and disposition of application.
2. Minimum Qualifications Assessment – By classification, race, gender, qualification requirements and results of recruitment efforts.
3. New Hire Records – By name, race, gender, job group, date of hire and job classification of total hires.
4. Training Records – By ethnicity, gender, and in-service and out-service training.
5. Promotion Records – By name, race, gender, job group, title, date, department, new and former classification which is compared to total promotions.
6. Transfer Records – By name, race, gender, department and job classification.
7. Disciplinary Actions – By race, gender, cause of action and specific disciplinary action taken.
8. Termination Records – By race, gender, date and reason for termination (voluntary and involuntary).
9. Progress Toward Goals – Reports will be monitored to assure good faith efforts are being demonstrated and to ensure positive progress toward agency goals. An effort will be made to monitor employment/promotion declinations, formal training, and recalls/reinstatements.

The Human Resources Director can, upon request, submit an annual summary report to the City Manager which will include information on the efficacy of the program and recommendations to improve performance, if found deficient.

The reporting and auditing systems provide for:

1. Maintaining and monitoring accurate and up-to-date records on all referrals, applicants, hires, promotions, transfers and terminations by race, sex and other administrative data to be certain that all employees are treated fairly and equitably.
2. Requiring formal scheduled reports, from Department Heads, which indicate the degree to which goals are attained and timetables met.
3. Reviewing all selection, promotional and training procedures to ensure that they are non-discriminatory.
4. Keeping top management informed on the effectiveness of the policy and providing recommendations for improvements, if necessary.

The City will make available job classifications, class specifications and recruiting literature to those organizations that actively encourage minority and female applicants.

Furthermore, the City will:

1. Encourage minorities and women to participate in various Employee Committees.
2. Encourage minority and female employees to participate in Career Days, Youth Motivation Programs and related activities in the community.
3. Participate actively in the local "job fairs".
4. Whenever possible, undertake special employment programs such as:
 - a. Technical and non-technical Co-op programs with predominately minority and women's colleges.
 - b. "After school" and/or work-study jobs for minority youth.
 - c. Motivational, training and employment programs for the hard-core unemployed.

5. Advertise on a regular basis in help-wanted sections of minorities' and women's interest media.

A list of the employment agencies and universities the City uses for recruitment purposes is maintained in the Human Resources Department Office. Proper maintenance of personnel activity data also allows for efficient preparation of personnel activity during the annual AAP update. As stated previously, the Human Resources Director is responsible for implementing the auditing and reporting system. They will monitor this system on an annual basis. This analysis will include, but is not limited to:

1. Composition of work force by minority group status and gender.
2. Composition of the applicant flow by status and gender.
3. The selection process including descriptions, class specifications, application forms, interview procedures, test administration, test validity, referral procedures, final selection process and similar factors.
4. Transfer and promotional practices.
5. City sponsored recreational social events and special programs, such as educational assistance.
6. Formal and informal apprenticeship and training programs.
7. Attitude of work force, managers and supervisors.
8. Technical aspect of compliance such as EEO poster and policy statement display.
9. The City's EEO program evaluation system.

VII. Compliance of Personnel Policies and Practices with the Sex Discrimination Guidelines

It has been, and continues to be, the policy of the City of DeLand not to discriminate on the basis of sex. To this end, the City will continue to do the following:

A. Recruitment and Advertisement

1. Recruit employees of both sexes, for all jobs, unless sex is a bona fide occupational qualification.

2. Express no gender preference in employment advertisements placed in newspapers and other media, unless gender is a bona fide occupational qualification for the job.

B. Job Policies and Practices

1. The City actively recruits both men and women for all jobs. Referral sources are informed that the City has no specific sex preference and seeks only qualified applicants without regard to race, color, sex, religion, national origin, age, disability, marital status or any other protected characteristic. Special recruiting may be conducted at predominantly female colleges that offer degrees in the areas needed by the City.
2. Advertisements, when placed, are in a general category or, when general category is not available, the same advertisement is placed in both the male and female column with no sex preference indicated. All advertisements are followed by "Equal Employment.
3. All written personnel policies clearly state that all policies and practices apply to every employee on an equal basis regardless of the sex of the employee.
4. All employees have equal opportunity for any job for which they are qualified.
5. No distinction is made between the sexes in regard to opportunity, wages, hours, benefits of other conditions of employment.
6. There is no distinction between the employment, treatment or termination of any individual based on marital status. Also, the City does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.
7. The City provides appropriate and comparable physical facilities for both female and male employees.
8. The City follows federal guidelines relative to employment.
9. No difference is made between women and men with respect to retirement age for any particular job.
10. Both men and women are eligible for all training programs and benefits offered by the City. Females are encouraged to participate in management training programs; both in-house and outside the City.

VIII. Support of Local and National Community Action Service Programs

The City encourages members of management to participate in and support local and national community action programs and services designed to improve the employment of minorities and females. Management is encouraged to serve on the boards of the following local and national community action and community service organizations, for example:

1. US Department of Justice Advisory Boards for Weed & Seed Programs
2. Florida Economic Development Council (FEDC)
3. The National Association for the Advancement of Colored People (NACCP)

The City continues to be actively involved in community programs as evidenced by:

1. The Human Resources Director holding memberships in the Florida Public Human Resources Association, International Personnel Management Association-Senior Certified Professional, Senior Human Resource Management-Senior Certified Professional, Florida Public Human Resources Association.
2. Employees participating in the support of local minority organizations.
3. Giving active support to the Police Athletic League (PAL).
4. The Human Resources Director working with the administration of DeLand High School and colleges to develop programs that enable minority and female students to compete for jobs on an equal basis.
5. Awards and promotions received by minority or female employees that are published in the local newspaper and/or on the social media accounts.
6. Active support that is given to those programs administered by the National Alliance of Business, which is concerned with enhancing the employment opportunities of minorities and females.

IX. Consideration of Minorities and Women Not Currently in The Work Force

Consideration of minorities and females not currently in the work force having requisite skills that can be recruited through Affirmative Action measures.

The City of DeLand reaches out to minorities and females not currently in the work force through the following programs:

1. Part-time employment has been offered in all departments at some time.
2. Co-op programs at the following educational institutions: DeLand High School, Daytona State College, Stetson University, Bethune-Cookman College, University of Central Florida, and Embry-Riddle Aeronautical University.

X. Program Summary

The AAP will be summarized and updated annually. Corrective action deemed necessary by the City Manager will be incorporated in the year following the update of this plan. This EEO/AAP represents the City's effort to continuously improve upon existing programs. With the inclusion of a workforce and labor market analysis, we can quantitatively support the establishment of goals and an improved statistic of a demographically diverse population of personnel. Also, there has been established a more sophisticated method for evaluating City recruitment efforts and tracking the flow of female and minority applicants. As such, the City will be better able to manage this program and achieve its myriad objectives. The EEO will not only help the City achieve civil rights compliance goals, but it will also provide the agency with an excellent way to monitor and shape organizational development.

XI. Compliance Status

The City continues to emphatically recruit minorities and maintain its commitment to EEO/AAP. The EEO/APP is designed with ethical intent and malleability so that the content and "good faith" efforts of the City will make the EEO/APP concept functional. The final realization of our program goals will be determined by such "good faith" efforts and improvements in the City's endeavor to make the workforce composition a true diversified reflection of the relevant market place.

XII. Compliance with the Guidelines on Discrimination with Respect to Religion or National Origin

The City is charged with the following criterion to ensure that all applicants and employees are not discriminated against because of religion or national origin:

- 1.** Review employment practices to determine whether members of various religious and ethnic groups are given equal job opportunities, with particular attention to executive and middle-management levels.
- 2.** To ensure nondiscrimination based on religion or national origin, the City is involved in the following outreach and recruitment activities:
 - a.** The City communicates its obligation to provide Equal Employment Opportunity without regard to religion or national origin to all employees, including executives, managers and supervisors.
 - b.** Internal procedures exist at the City to implement Equal Employment Opportunity without regard to religion or national origin.
 - c.** The City periodically informs all employees of its commitment to Equal Employment Opportunity without regard to religion or national origin.
 - d.** Recruitment sources are used to provide equal employment without regard to religion or national origin.
 - e.** The City reviews employment records to determine the availability of promotable and transferable members of various religious and ethnic groups.
 - f.** Contacts are made with religious and ethnic organizations for education, assistance and referral of potential applicants.
 - g.** The City is involved in significant recruitment activities with educational institutions that have substantial enrollments of students from various religious and ethnic groups.
 - h.** The City uses religious and ethnic media for institutional employment advertising.

The City accommodates the religious observance and practices of employees or prospective employees, except where such accommodations cause undue hardship on the conduct of the City business. The extent of our obligation is determined with consideration to business necessity, financial cost and expenses and resulting problems.

In implementing its EEO policy regarding nondiscrimination because of religion or national origin, the City does not discriminate against any qualified employees or applicants for employment because of race, color, sex, religion, national origin, age, disability, marital status or any other protected characteristic.

XIII. Guidelines on Sexual Harassment: Statement of Sexual Harassment Policy and Procedures

General: If any employee believes they are being subjected to any of the prohibited forms of harassment or believes they are being discriminated against because of sex, they must bring this to the attention of the City. In order for the City to effectively deal with the problem, employees must report such offensive conduct or situations to their Supervisor, Department Head or Human Resources Director. Any person found to have engaged in such prohibited conduct will be dealt with pursuant to Article XX, "Disciplinary Actions," of the City of DeLand Personnel Rules and Regulations.

A. Policy Statement

It is the policy of the City of DeLand Government that complaints regarding sexual harassment of its employees shall be treated with respect. Employees have the right to work in an environment that is free of conduct which can be considered sexual harassment or abuse. Any employee who engages in, perpetuates or condones sexual harassment shall be subject to disciplinary actions, including termination.

B. Purpose

The purpose of this policy is to define and forbid certain conduct that is sexual harassment, to prohibit the condonement or perpetuation of such conduct and to provide a means for reporting and resolving complaints of sexual harassment, and complaints of action or behavior that condone sexual harassment.

C. Prohibited Conduct

Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. Sexual harassment refers to behavior of a sexual nature which is unwelcome, personally offensive, erodes the morale and respect between employees or impairs the work effectiveness of employees.

The following classifications of conduct are examples of sexual harassment and are prohibited. These examples do not represent the aggregate manners in which sexual harassment may occur and are not intended to limit the definition of sexual harassment in Article VIII, Section 7, of the City of DeLand's Rules and Regulations.

1. Explicit or implicit promises of career advancement or preferential treatment in return for sexual favors. Such promises or preferential treatment may include, but are limited to: hiring, promotion, training opportunities, acceptance of a lower standard of performance, providing higher performance evaluations and lax timekeeping.
2. Explicit or implicit threats that an employee will be adversely affected if sexual demands are rejected. Such threats include, but are not limited to: lower evaluations, denial or promotions, punitive transfers, terminations and altered or increased work assignments.
3. Verbal comments and gestures of sexual nature. This includes any type of sexually suggestive remark, picture, "joke" and "catcall".
4. Repeated and unsolicited touching of any kind. This includes the touching, patting or pinching of another person and the repeated brushing against another person's body.

D. Roles and Responsibilities

- 1. Employees** have a responsibility to conduct themselves in a manner which will ensure proper performance of authority commensurate with job responsibilities and maintenance of public confidence.
- 2. Complainants** have a responsibility to complain about sexual harassment through management channels and pursue their complaint to a higher authority if they are unsatisfied with the response of anyone in their chain of command. Complainants must keep their complaints in management channels and are not to discuss such complaints with other employees.
- 3. Supervisors and Department Heads** have a responsibility to act promptly and affirmatively when they observe behavior that violates this policy, as well as when they receive complaints of sexual harassment.
- 4. The Human Resources Department** has the responsibility to develop and implement training programs designed to prevent sexual harassment and provide assistance to employees with complaints of sexual harassment.

E. Resolution Procedure

If an employee experiences any job-related harassment, has a related complaint or believes they have been treated in an unlawful and discriminatory manner, they should promptly notify the offender that they object to the conduct and find it unwelcome. If the offensive behavior is severe or if it persists, they should inform their supervisor, unless the complaint is against their supervisor in which case, employees should make the complaint to their Department Head or the Human Resources Director. An employee is not required to notify the offender that conduct is objectionable or unwelcome before reporting a claim of harassment or discrimination.

As part of its continuing Equal Employment Opportunity efforts and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission (EEOC), the City of DeLand Government has adopted a formal statement prohibiting sexual harassment in the work place and adheres to the EEOC definition of sexual harassment where: "unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (2) submission to or rejection of such conduct by an individuals, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment."

Sexual harassment, a violation of Section 703 of Title VII of the Civil Rights Act, is illegal and is against the policy of the City of DeLand. Department Heads and supervisors are responsible for promoting a supportive atmosphere that clearly indicates that sexually harassing behavior will not be tolerated.

City employees, or others, who have reason to believe they have been subjected to sexual harassment are encouraged to bring their concerns to the attention of their immediate supervisor or, where this is not possible, the person(s) may bring this to the attention of the Human Resources Director, located in the Human Resources Department.

Such complaints may be handled informally, or through the more formal

process of the grievance procedure. Any supervisor, agent or other employee found, after appropriate investigation, to have sexually harassed another employee or citizen will be subjected to appropriate sanctions.

These sanctions, dependent on the circumstances, may range from a disciplinary warning, up to and including termination. The City of DeLand recognizes that false accusations of sexual harassment can have a serious effect on innocent persons. Therefore, false accusations of sexual harassment can result, dependent upon circumstances, in disciplinary actions.

Any manager or employee seeking advice on how to approach situations that involve sexual harassment should contact the Human Resources Director, who is located in the Human Resources Department.

Upon receipt of any complaint the supervisor and/or Department Head, in conjunction with the Human Resources Director, will undertake an investigation ensuring confidentiality to the fullest possible extent without jeopardizing the investigation. Should the investigation determine that the complaint is or may be valid and that an individual has been sexually harassing another employee, disciplinary action, up to and including termination, may be taken against the offending employee(s).

Where the results of an investigation reveal that a complaint of sexual harassment is a false accusation, the employee having made such a complaint may be subject to disciplinary action.

The City expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this procedure for valid and legitimate reasons.

GLOSSARY OF TERMS

AFFIRMATIVE ACTION: Actions, policies, and procedures that are designed to achieve Equal Employment Opportunity. The Affirmative Action obligation entails: (1) thorough, systematic efforts to prevent discrimination from occurring or to detect it and eliminate it as promptly as possible, and (2) recruitment and outreach measures.

AFFIRMATIVE ACTION PROGRAM (AAP): A written program detailing the steps to be taken to ensure Equal Employment Opportunity.

AMERICAN INDIAN OR ALASKAN NATIVE: A person with origin in any of the original people in North America and who maintains cultural identification through tribal affiliation or community recognition.

APPLICANT FLOW DATA: A statistical compilation of employment applicants showing the specific members of each racial and sex group who applied for each job title (or group of job titles requiring similar qualifications) during a specified period of time.

APPLICANT FLOW LOG: A chronological compilation of applicants for employment or promotion, showing the person categorized by race and sex, who applied for each job title (or group of job titles requiring similar qualifications) during a specified period of time.

APPLICANT FOR EMPLOYMENT: A person who files a formal application or by some other means (resume, letter, request, etc.) indicates a desire to be considered for employment. An applicant log should record requests for employment made in-person, whether or not an application form is completed.

APPRENTICE/TRAINEE: A worker who is employed to learn a skilled trade in a structured program that consists of job training and related instruction.

ASIAN-PACIFIC ISLANDER: A person with origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This could include regions such as: China, Japan, Korea, the Philippine Republic and Samoa. Additionally, on the Indian subcontinent, this may include: India, Pakistan, Bangladesh, Sri Lanka, Sikkim and Shutan.

BLACK, NOT OF HISPANIC ORIGIN: A person with origin in any of the Black racial groups of Africa, who is also not of Hispanic origin.

CRAFTED WORKERS (SKILLED): Manual worker of a relatively high-skilled level who has a thorough and comprehensive knowledge of the processes involved in their work and who exercises considerable independent judgment and usually receive an extensive period of training. This includes: the building trades, hourly-paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), stationary engineers, tailors and kindred workers.

DISABLED VETERAN: A person entitled to compensation under law administered by the Veteran Administration for disability, or a person whose discharge or release from active duty was for a disability incurred or aggravated in the line of duty.

EMPLOYMENT OFFER: An employer's offer to an applicant for employment, usually for a specified job.

E.E.O. COORDINATOR: The Human Resources Director.

E.E.O. OFFICER: A human resources professional who has been delegated the responsibility and authority to implement the program.

HISPANIC: A person who identifies with Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. This does not include persons of Portuguese or Central American descent who are not of Spanish origin or culture.

INDIVIDUAL WITH A DISABILITY: A person who:

1. Has a physical or mental impairment which substantially limits one or more of their major life activities.
2. Has a record of such impairment.
3. Is regarded as having such impairment.

This definition does not include an individual who presently engages in the illegal use of drugs. This definition does not include an individual who is an alcoholic whose current abuse of alcohol prevents them from effectively performing duties of the job in question or whose employment, with regard to such current alcohol abuse, would constitute a direct threat to the property or safety of others. Moreover, the term "individual with a disability" is used interchangeably with "disabled individual".

LABORERS (UNSKILLED): Workers in manual occupations that generally require no special training to perform elementary duties that may not involve independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, stevedores, wood choppers, kindred workers, as well as laborers performing lifting, digging, mixing, loading and pulling operations.

LAYOFF: The process by which workers are removed from the active payroll to the inactive payroll during a reduction in force or temporary or indefinite separate from employment. This is without prejudice and is instead consequent of a lack of work, organizational changes abolition of the position, lack of funds or other reasons not related to causes, delinquency or misconduct on the part of the employee.

NEW HIRE: A worker added to an establishment's payroll for the first time.

OFFICE AND CLERICAL: References all clerical types of work, regardless of level of difficulty, where the activities are predominantly non-manual. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators and similar workers.

OFFICIALS AND MANAGERS: Occupations that require administrative personnel to set broad policies and direct individual departments. Includes: officials, executives, middle management, plant managers and superintendents, salaried foreman who are members of management, purchasing agents and buyers and similar workers.

PARAPROFESSIONAL: Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and experience than typically required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Included: research assistants, recreation assistants and other administrative careers.

PROFESSIONALS: Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, natural scientists, teachers and similar workers.

PROMOTION: Any personnel action resulting in transference to a position affording higher pay or greater rank, and/or providing for greater skill or responsibility, or the opportunity to attain such.

RECALL: Returning workers to active employment from layoff.

TECHNICIANS: Occupations requiring a combination of basic scientific knowledge and manual skills obtained through about two years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science) and similar workers.

TERMINATION: Separation of an employee from the active and inactive payroll.

TRAINING:

Formal: A structured program, often in a classroom setting, designed to develop the skills and abilities of an individual. Some or all aspects of on-the-job training may fall into this category.

Informal: Experience-oriented training meant to elevate the skills and abilities of an individual.

Typically, most aspects of on-the-job training fall into this category.

TRANSFER: Movement of an employee from one position to another in the same class, or in another class having the same maximum pay rate involving the performance of similar duties, and requiring essentially the same basic qualifications.

WHITE, NOT OF HISPANIC ORIGIN: A person with origin in any of the original peoples of Europe, North Africa or the Middle East, who is not of Hispanic origin.

VETERAN OF THE GULF WAR ERA: A person who:

1. Serviced on active duty for more than 180 days, any part of which occurred between August 2, 1990 and July 31, 1991, and discharged or released there from with other than a dishonorable discharge.
2. Was discharged or released from active duty for a service connected disability if any part of such active duty was performed between August 2, 1990 and July 31, 1991.

VETERAN OF THE WAR IN IRAQ ERA: A person who:

1. Serviced on active duty for more than 180 days, any part of which occurred between March 19, 2003 and Present, and discharged or released there from with other than a dishonorable discharge.
2. Was discharged or released from active duty for a service connected disability if any part of such active duty was performed between March 19, 2003 and Present.

VETERAN OF THE WAR IN AFGHANISTAN ERA: A person who:

1. Serviced on active duty for more than 180 days, any part of which occurred between October 7, 2001 and August 30, 2021, and discharged or released there from with other than a dishonorable discharge.
2. Was discharged or released from active duty for a service connected disability if any part of such active duty was performed between October 7, 2001 and August 30, 2021.

REFERENCES

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 (AS AMENDED BY EEO ACT, 1972) EQUAL PAY ACT OF 1963
EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1972
AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA), (AS AMENDED IN 1978 & 1986)
TITLE IX, EDUCATION AMENDMENT ACT OF 1972
REHABILITATION ACT OF 1973, SECTIONS 501 AND 505
TITLES I AND V OF THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)
CIVIL RIGHTS ACT OF 1991
PREGNANCY DISCRIMINATION ACT OF 1978
UNIFORM GUIDELINES ON EMPLOYEES SELECTION PROCEDURES (1978)
SEXUAL HARASSMENT GUIDELINES (ADDED TO CIVIL RIGHTS ACT, TITLE VII)
UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)
CIVIL RIGHTS ACT OF 1991
AMERICAN WITH DISABILITY ACT 1992
CODE OF ORDINANCES, CITY OF DELAND

	MALE						FEMALE					
JOB CATEGORY	Total	W	B	H	A/ PI	AI/ AN	Total	W	B	H	A/ PI	AI/ AN
Officials & Administrators	18	17	1	0	0	0	6	3	3	0	0	0
Professionals	25	19	2	3	1	0	3	2	0	0	1	0
Technicians	22	20	1	0	1	0	4	4	0	0	0	0
Protective Services	110	84	9	15	2	0	3	2	1	0	0	0
Paraprofessionals	0	0	0	0	0	0	1	0	1	0	0	0
Administrative Support	24	15	6	3	0	0	81	62	11	7	0	1
Skilled Craft Workers	14	12	1	1	0	0	2	1	1	0	0	0
Service & Maintenance	149	77	52	20	0	0	12	5	7	0	0	0
Total Work Force	362	244	72	42	4	0	112	79	24	7	1	1

*As of December 5, 2022

Key: W – White; B – Black; H – Hispanic; A/PI – Asian or Pacific Islander;
AI/AN – American Indian or Alaskan Native

City of DeLand Work Force EEOC Category

Officials/ Administrators	Professionals	Technicians	Protective Service	Para Professional	Office/ Clerical	Skilled Craft	Service/ Maintenance
Airport Manager Assist. City Manager Chief Accountant Chief Building Official Center Director City Clerk City Commissioner City Engineer City Manager Community Development Director Deputy Building Official Deputy Director Parks & Rec Facilities Manager Finance Director Human Resources Director IT Director Mayor Parks & Rec Director Planning Director Public Services Director Public Works Director Recreation Manager Utilities Director	Accounting Manager Activity Center Director Airport Superintendent Assist. IT Director Budget Purchasing Coordinator Chief Chemist Community Development Coordinator Deputy Utilities Director Financial Analyst Grants Coordinator Human Resources Administrator Risk Administrator Special Projects Coordinator	Assist. Chief Water Operator Assist. Chief WWTP Operator Building Inspector Collections Superintendent Construction Inspector Distributions Superintendent Document Imaging Specialist Electrician Engineering Technician IT Program Analyst IT Specialist Lab Tech Meter Reader Tech Network Specialist Planner Planning Tech Plans Examiner Senior Planner Utilities Engineer Utilities Locator Water Operator Water Superintendent WWTP Operator Zoning Tech	Animal Control Officer Battalion Chief Crime Analyst Engineer/Driver Evidence Custodian Evidence/ Property Clerk Fire Chief Fire Division Chief Fire Inspector Fire Lieutenant Fire Marshal Firefighter/EMT Narcotics Officer Police Chief Police Captain Police Community Service Aide Police Detective Police Lieutenant Police Sergeant Police Corporal Police Officer Deputy Police Chief	Paralegal	Account Coordinator Administrative Coordinator APS Administrator Athletic Sports Coordinator Cashier/CSR Code Enforcement Officer College Intern Executive Assistant Office Assistant Parking Enforcement Officer Payroll/ Pension Administrator Permit Clerk Public Services Special Projects Records Clerk Records Supervisor Recreation Assistant Senior Office Assistant Skate Park Attendant Staff Assistant Utility Billing Clerk Utility Billing Supervisor Utility Service Representative Supervisor Victim Advocate	Assistant Parks Superintendent Equipment Mechanic Equipment Operator Facilities Foreman Foreman Heavy Equipment Operator Journeyman Electrician Location Foreman Maintenance Carpenter Maintenance Garage Foreman Senior Equipment Mechanic Sign Maintenance Tech Urban Beautification Superintendent Utility Locator Vehicle Maintenance Wastewater Mechanic	Code Enforcement Equipment Operator Lead Worker Maintenance Repair Worker Maintenance Worker Non-Cert Park Ranger Plant Operator Unclassified Recreation Leader Utility Technician

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Consideration re CPH Design Contract Amendment for Entry Sign/Feature Design & Permitting.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: CPH Amendment No.1 to Task Assignment No. 15

APPROVED BY: Michael Grebosz, Asst. City Manager, February 27, 2023

SUMMARY/HIGHLIGHT:

In December 2021, the City Commission awarded an agreement for professional services to CPH, LLC. to provide Entry Sign/Feature concepts, which included landscaping and sign designs at six (6) locations throughout the City.

The subject Amendment # 1 to Task Assignment No. 15 includes the following services:

1. CPH will provide design and permitting services for the proposed locations.
2. CPH will develop concept drawings and designs for a monument style entry feature for the two (2) locations involving roundabouts. Locations include the current roundabout at Orange Camp Rd and Dr. Martin Luther King, Jr Beltway and the future proposed roundabout at SR 44 and Kepler Rd.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community, Creating a Connected Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Staff has negotiated a proposed fee of \$59,020.00 to perform the professional services outlined in the attached Task Order. The FY 22/23 Budget includes \$250,000 for the Entry Features in the Capital Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Amendment #1 to Task Assignment No. 15 which includes design and permitting, in the total amount of \$59,020.00.

BACKGROUND/DISCUSSION:

Staff recommends that the City Commission approve CPH Amendment #1 to Task Assignment No. 15 which includes design and permitting, in the total amount of \$59,020.00.

**TASK ASSIGNMENT NO. 15
Amendment No. 1**



**CITY OF DELAND
ENTRY SIGN / FEATURE**

Design & Permitting

February 2, 2023

The following scope of services and associated compensation are based on work to be performed by CPH, Inc., herein after called "CPH" for the **Entry Sign / Feature Design and Permitting**, for the City of DeLand herein after called the "CITY". The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and The City of DeLand.

PROJECT DESCRIPTION

The CITY has requested CPH to provide design and permitting services for the proposed Entry Sign / Feature Improvements at the following four (4) locations: Near US 92 and Langley Avenue, US 17 by the North DeLand Water Plant, West New York Avenue (SR 44) and Ridgewood Ave, and South Woodland Boulevard (US 17-92) near SR 417. The City also requested CPH to develop concept designs for a monument style entry feature for the roundabout at Orange Camp Road and Dr. Martin Luther King, Jr. Beltway (MLK Beltway). This process will include performing a site survey of the entry sign/feature locations, performing foundation designs for the signs provided by Forsite, and permitting the signs/features with FDOT.

SCOPE OF SERVICES

1.0 Surveying Services

Topographic Survey: Perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida. See the four (4) areas depicted in red on the attached "Survey Site Exhibit" for limits.

- Depict right of way geometry. The following will be used to depict the apparent right of way line for the project areas:
 - Right of way documentation
 - FDOT right of way maps
 - Field locate existing monumentation.
- Location of visible improvements within areas depicted in red on the attached "Survey Site Exhibit" together with underground utilities as designated by others.
- Establish two (2) site benchmarks for each area.
- A certified right of way map will ***not*** be provided.
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

Underground Utility Designation/Location:

- Underground Utility Designation/Location to be performed by sub-consultant within the four (4) areas depicted in red on the attached "Survey Site Exhibit".

State Plane: The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points.

Benchmarks and Horizontal Control: The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks.

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location and Ordinary High Water/Mean High.

SURVEY SITE EXHIBIT



2.0 Geotechnical Services

Geotechnical services will be performed by a sub-consultant to collect and analyze the necessary soil parameters to support the foundation design. This work is to be performed by Bechtol Engineering and Testing, Inc.

3.0 Design Services

This work effort includes the design needed to provide plans for the project with sufficient information to allow for permitting, bidding, and constructing the project. The design of the project includes plans for the construction of the sign/entry feature, and landscape improvements. These plans are for the use of permitting with FDOT and for the CITY to bid and build the project, and ensure the project is built as designed and to specifications.

CPH will prepare Traffic Control Plans (Maintenance of Traffic) for the construction consisting of MOT General Notes and FDOT MOT Standard Plans. CPH will include one (1) lane closure analysis utilizing available traffic data through FDOT's Florida Traffic Online database. CPH will refer to the FDOT Standard Plans and MUTCD for the preparation of the MOT plan.

CPH will prepare the necessary plan sheets, notes and details to convey the intent and scope of the project for the purposes of construction. The anticipated plan sheets will include the following:

1. Key Sheet
2. Summary of Pay Items
3. General Notes
4. Project Layout Sheet
5. Roadway/Landscape Plans
6. Structural Plans/Details
7. Miscellaneous Details
8. Traffic Control Plan (MOT)
9. SWPPP and Erosion Control Sheets

4.0 Structural Engineering Services

CPH will perform the structural design services for the foundations. CPH will coordinate with Forsite to obtain the sign reactions. In locations where the proposed sign/feature will be within the FDOT Lateral Offset area (per FDOT design criteria), CPH will design the foundation connections to be break-away in accordance with the FDOT Standard Plans.

5.0 Permitting

Permitting is anticipated with the Florida Department of Transportation (FDOT).

Upon completion and CITY review of the 60% Plans, CPH will prepare and submit the plans for the appropriate permits to FDOT. CPH will address comments provided by the permitting agencies that pertain to the required design standards. Any modifications requested that are not code or design standards issues, modifications requested by the permitting agencies that require significant plan revisions (as agreed upon by the CITY and CPH) or require scope of services not included herein (i.e., traffic data collection, traffic analysis, design variance), will be addressed as additional services. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service. Permitting and/or application fees will be the responsibility of the CITY.

6.0 Conceptual Entry Feature Design

CPH will provide up to three (3) design concepts for the entry sign iconic feature at the Orange Camp Roundabout. The concepts will be hand sketches in plan and elevation drawings. Once a single concept is approved for further design development, CPH will prepare Final Conceptual Drawings of the approved concept that indicates the iconic feature selected with conceptual landscape design features. The drawings will be prepared on CAD drawing of the roundabout provided by the City (or County). The Conceptual Drawings will be prepared at a reasonable scale to clearly illustrate the proposed design elements. CPH will submit the Final Conceptual Drawings and Perspective Renderings to the CITY for review and will respond to one (1) set of comments for revisions to the plans.

CPH will analyze the sight line analysis for the roundabout. CPH will utilize the CAD files provided by the County for the project layout and sight line analysis. If CAD files are not available, CPH will submit an amendment for the additional effort to redraw the base file.

CPH will provide support to CITY staff during one (1) presentation to the City Commission. CPH will provide the exhibits prepared to City staff in electronic format for inclusion in agenda packages for the meeting. Any additional meetings beyond those mentioned above will be considered as additional service.

Since the nature and features of the Final Design is not known at this time, Construction Drawings are excluded under this extra work authorization.

CITY-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CITY. In the performance of these services, CPH will coordinate its efforts with the City's Project Manager, or designated person and other project team members as required. The CITY shall provide CPH with available project-related technical data including that may be available and relevant to the project.,

CPH will rely upon the accuracy and completeness of City-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the City and is exclusive of City and stakeholder coordination of interim products. If the City requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The City will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
1.0	Surveying Services		
	Topographic Survey	Lump Sum	\$14,860.00
	Underground Utility Designates	Lump Sum	\$3,780.00
2.0	Geotechnical Services (sub)	Allowance	\$5,000.00
3.0	Design Services	Lump Sum	\$18,840.00
4.0	Structural Design	Lump Sum	\$2,700.00
5.0	Permitting Services	Lump Sum	\$4,400.00
6.0	Conceptual Entry Feature	Lump Sum	\$9,440.00
		Total	\$59,020.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and phone usage.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Storm Water Analysis or Design
- Traffic Studies
- Environmental Studies
- Special meetings with agencies or other consultants not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

eSigned via SeamlessDocs.com

Key: c7785092-40ed-4434-a7d9-a80fa5dfc8e1
Printed Name: Patricia Hunt
Title: Secretary
Authorized Signatory Of Entity

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CPH, Inc.

eSigned via SeamlessDocs.com

Key: 09428c4d-cbad-458c-85e8-5f6db9e88f8b
By: _____
Printed Name: Kurt R. Luman, Jr., P.E.
Title: Sr. Vice President/Associate
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

DeLand Entry Sign / Feature Design & Permitting
 Amendment to Task Assignment No. 15
 City of DeLand

ITEM	DESCRIPTION	Principal Surveyor	Sr. Prof. Engineer	Project Engineer/EI	Sr. Design Tech	Design Technician	Principal Landscape Architect	Landscape Architect	Landscape Designer	Admin	Expenses	Cost by Task
Current CPH Hourly Rates		\$170.00	\$130.00	\$120.00	\$105.00	\$95.00	\$170.00	\$105.00	\$85.00	\$75.00	\$	\$
1.0 - Surveying Services												
	Topographic Survey	8		40	16	40		8	6			\$ 14,860.00
	Underground Utility Designates (subconsultant)											\$ 3,760.00
	Surveying Services Total	8	0	40	16	40		0	0	0	\$ -	\$ 18,620.00
ITEM	DESCRIPTION											Cost by Task
Current CPH Hourly Rates												\$
2.0 - Geotechnical Services												
	Geotechnical Services (subconsultant)											\$ 5,000.00
	Geotechnical Services Total (Allowance)	0	0	0	0	0		0	0	0	\$ -	\$ 5,000.00
ITEM	DESCRIPTION											Cost by Task
Current CPH Hourly Rates												\$
3.0 - Design Services												
	Roadway Design	4	8	32	40	32	16			4		\$ 13,100.00
	Landscape Design								32	4		\$ 5,740.00
	Design Services Total	4	8	32	40	32	16	0	32	8	\$ -	\$ 18,840.00
ITEM	DESCRIPTION											Cost by Task
Current CPH Hourly Rates												\$
4.0 - Structural Design Services												
	Structural Design		2		12		2		8			\$ 2,700.00
	Structural Design Services Total	0	2	0	12	0	2	8	0	0	\$ -	\$ 2,700.00
ITEM	DESCRIPTION											Cost by Task
Current CPH Hourly Rates												\$
5.0 - Permitting												
	FDOT Permitting	2	16	8	4					8		\$ 4,400.00
	Permitting Total	2	16	8	4	0	0	0	0	8	\$ -	\$ 4,400.00
ITEM	DESCRIPTION											Cost by Task
Current CPH Hourly Rates												\$
6.0 - Conceptual Entry Feature												
	Conceptual Design	2			6		16			2		\$ 9,440.00
	Conceptual Entry Feature	2	0	0	6	0	16	0	0	2	\$ -	\$ 9,440.00
	Design Services Total											\$ 59,020.00

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Consideration re Utility Service Agreement for Chimney Corners Motel.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Grebosz, Asst. City Manager, February 28, 2023

SUMMARY/HIGHLIGHT:

The Chimney Corner Motel is located just north of Barrington Avenue at 1941 S. Woodland Blvd. in DeLand. This commercial development will equate to twenty-six (26) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City will receive sewer impact fees and ongoing utility revenue from the twenty-six equivalent residential units upon completion of the private lift station.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Chimney Corner Motel.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
CHIMNEY CORNER**

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and LAXMI OF DELAND LLC (Developer) regarding utility service for the Chimney Corner project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 1941 S. Woodland Blvd. Deland, FL and described as:

TAX PARCEL NUMBERS
702800000600

28 17 30 N 150 FT OF S 300 FT ON CURVE MEAS ON HWY OF W 400FT E OF HWY OF N 1/2 OF SE 1/4 OF NW 1/4 PER OR 4435 PG 3789 PER OR 5395 PG 1623 PER OR 8143 PG 4650

Section 2. Service conditioned on construction and acceptance of systems. No water, wastewater or reuse service shall be provided to any part of the property, and no connections to such systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications and the City has accepted the conveyance of the systems in writing. The Developer shall apply in writing to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One 4"x2" connection on existing gravity sewer and approximately 10lf +/- of 2" HDPE piping
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

All onsite piping, all sewer gravity lines, force main line, and Lift station shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer's engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City. The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines within the project.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

Section 10. Uninterrupted supply not guaranteed. The City does not guarantee an uninterrupted supply of water or reuse at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. The City reserves the right to shut off the water in its mains temporarily for necessary purposes. The City shall not be responsible for any damage caused by low pressure, interruption of service or variations in water quality or content.

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 12. Reimbursement for oversizing of off-site improvements. This Section Not Used

Section 13. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. This service agreement, and any charges contained in this agreement, is based on normal domestic sewage, defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water which contains more than these amounts is to be admitted to the sewers the City and all other pollution control agencies must specifically agree to the connection and an additional charge shall be imposed in accordance with City regulations.

Section 14. Developer to obtain permits. The Developer shall obtain all governmental approvals, licenses and permits necessary for the design, routing, construction, connection and use of the water, wastewater and reuse systems to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

Section 15. Service of other properties. The City reserves the right to service other properties through the facilities conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reuse facilities to any other area.

Section 16. Default by Developer. The Developer's failure to carry out any provision in this agreement shall relieve the City from its obligation to provide water, wastewater or reuse service to the property.

Section 17. Covenant to support annexation. This Section Not Used. Already Annexed.

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

LAXMI OF DELAND LLC

Kadshik Patel
Name: KADSHIK PATEL
Title: OWNER

CITY OF DELAND

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

HEENA PATEL
Name: Heena Patel
Secretary

Brandi Moulton
Witness

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____

My Commission expires: _____

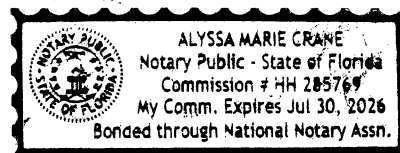
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of January, 2023 by Kadshik Patel, the _____ of LAXMI OF DELAND LLC who is ☐ personally known to me or ☒ who has produced, FL DL as identification.

Alyssa Crane
Notary Public - State of Florida

Name: Alyssa Crane

My Commission expires: July 30th 2026



Contact Information:

Project Team

Owner Information Laxmi of DeLand llc 1941 s woodland blvd Deland, FL 32720	John Wilson Plumbing Alyssa Crane < alyssa@johnwilsonplumbingandseptic.com >	

Contact Numbers

Sewer / Water <u>CITY OF DELAND</u> JIM ALLES 1101 S. AMELIA AVE. DELAND, FL 32720 OFFICE: (386) 626-7252		

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Consideration re Change Order # 2, Fire Station No.81 Reserve Garage.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Change Order No. 2, Change Order #2

APPROVED BY: Michael Grebosz, Asst. City Manager, February 28, 2023

SUMMARY/HIGHLIGHT:

At their September 20, 2021 meeting, the City Commission awarded a contract to Keator Construction, LLC. for Fire Station 81 Reserve Garage project.

The Change Order No. 1 included a motorized push button system for overhead doors rather than manual one as specified in construction plans and a hurricane rated louver to be installed per new Florida Building Code.

This Change Order No. 2, if approved, consists of upgrading water heater with associated electrical changes to accommodate Fire Department's request and a credit for removal of stainless countertop.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability, High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The net award for this project approved by the City Commission is currently \$407,633.00. This Change Order No. 2, if approved, will increase this award by \$2,350.00 to \$409,983.00. Project contingency funds will be used to pay for this additional work. A total of \$410,000 is included in the last fiscal year budget for the project.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 2, in the amount of \$2,350.00, for miscellaneous additional work at Fire Station No. 81 Reserve Garage.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: March 6, 2023

Project: Reserve Apparatus Garage for Fire Station No. 81

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL, 34761

Description: Upgrading the Facility's water heater and associated electrical changes to accommodate the Fire Department's request; credit for the removal of Stainless countertops.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$390,000.00

Change Order No. 1.....\$17,633.00

This Change Order No. 2.....\$2,350.00

Adjusted Contract Cost.....\$409,983.00

ENGINEER'S CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

eSigned via SeamlessDocs.com
Raymond Bahrami
Key: e796b817-d013-49ee-9a10-2885e8d00213
Ray Bahrami, P.E.
Deputy Public Services Director/City Engineer

02-20-2023
Date

KEATOR CONSTRUCTION, LLC

eSigned via SeamlessDocs.com
Clark Keator
Key: 364886e1-1506-4205-9e26-2e9b71248ae0
Clark Keator
President

02-21-2023
Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date



Change Order Number: 21332-03

Date: 02/20/2023

Project: 21-332 Deland Reserve Garage
343 W. Howry Avenue
Deland, FL 32720

Project #: 2770002

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2021
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	390,000.00
The net change by previously authorized Change Orders	\$	17,633.00
The Contract Sum prior to this Change Order was	\$	407,633.00
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,350.00
The new Contract Sum including this Change Order will be	\$	409,983.00
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland	Keator Construction, LLC	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
1102 S. Garfield Avenue Deland, FL 32724	599 Maguire Road Ocoee, FL 34761	
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Typed name	Typed name	Typed name
DATE	DATE	DATE

Change Order Number: 21332-03

Date: 02/20/2023

Project: 21-332 Deland Reserve Garage
343 W. Howry Avenue
Deland, FL 32720

Project #: 2770002
Customer
Contract ID:

Narrative for this Change

D&R Cabinetry -\$1875.00

Credit to remove stainless countertops-no longer needed per onsite coordination meeting

G&W Plumbing \$1360

-cost to upgrade water heater to accommodate owner added equipment per onsite coordination meeting and revised plans dated 12.08.22

Calking Electric \$2698.98

-cost to make electrical changes to accommodate owner added equipment per onsite coordination meeting and revised plans dated 12.08.22

General Contractor Fee Discounted (7.5%) \$166.02

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
06: 21332-03	0	2,350.00
- No Work Description.		
https://redteam.link/vl5rz0p		

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Second Reading of Ordinance No. 2023-03, Creating a New Residential Land Use Category in the Future Land Use Element (2ND RDG. CONT'D FROM 2/20/23).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: ORD-2023-03 , Exhibit A-Transitional Residential Development , Planning Board Staff Report, DEO Letter to Mayor Chris Cloudman , VGMC Consistency Certification Letter, City Commission Work Shop - 2022-08-01

APPROVED BY: Michael Grebosz, Asst. City Manager, February 28, 2023

SUMMARY/HIGHLIGHT:

On November 21, 2022, the City Commission approved on first reading the new land use category, Transitional Residential Development. The text change was transmitted to the Department of Economic Opportunity and the Volusia Growth Management Commission for their respective review. The City has received correspondence from each and neither had any objection to the proposed amendment.

How we got here:

In April 2022, the City Commission requested that staff explore options to address how the city develops in transition areas between developed suburban areas within the city and low-density residential areas within the unincorporated county. The staff discussed options with the City Commission on August 1, 2022. At this meeting, staff reviewed four options and included an analysis of the various options. Staff presented Option 1 as the preferred course of action.

Four options were analyzed by staff:

1. Create a new Future Land Use Category
2. Revise an existing category
3. Create new policies to guide development; or
4. Create a new Future Land Use Overlay.

Following the staff presentation and Commission discussion, the City Commission directed staff to move forward with Option 1 – Create a new Future Land Use Category.

On October 19, 2022, the Planning Board recommended approval of this new Future Land Use Category, subject to minor revisions. The Planning Board recommendation included a request that additional clarification regarding preservation of and minimizing disruption to existing natural habitats be added to the draft language. The Planning Board also requested that staff clarify the number of enhanced on-site amenities. In addition to these revisions, staff also lowered the initial maximum density proposed in the Planning Board draft from 2.9 to 2.0 dwelling units per acre and included the corresponding dwelling units in the proposed density bonus chart. The final draft reflects these revisions which were approved by the City Commission at first reading on November 21, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This proposed amendment to the City's Comprehensive Plan supports the City's Strategic Plan by encouraging enhanced bike and trail connections, protecting conservation areas, and linking neighborhoods.

SUSTAINABILITY:

NA

FISCAL IMPACT:

No fiscal impact is anticipated with this proposed new Future Land Use Category.

RECOMMENDATION:

Staff recommend approval of the proposed amendment to add a new Future Land Use Category to the City's Comprehensive Plan - Transitional Residential Development Designation.

BACKGROUND/DISCUSSION:

See Planning Board staff report and proposed draft amendment.

ORDINANCE NO. 2022 - 03

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY REVISING THE FUTURE LAND USE ELEMENT BY ADOPTING A NEW RESIDENTIAL NEW LAND USE DESIGNATION – TRANSITIONAL RESIDENTIAL DEVELOPMENT (TRD) DESIGNATION; AS PART OF THE COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Local Government Comprehensive Planning and Land Development Regulation Act (hereinafter the "Act"); and

WHEREAS, the Act requires each local government in the State of Florida to prepare and adopt a comprehensive plan; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended (hereinafter the "Comprehensive Plan"); and

WHEREAS, the Transitional Residential Development (TRD) Designation is intended for areas with lower density residential development and would serve as a gradual transition between existing agricultural and large-lot development within the county and the suburban areas within the City; and

WHEREAS, the City Commission has designated the Planning Board as the "local planning agency" responsible for reviewing proposed Comprehensive Plan amendments; and

WHEREAS, the Planning Board held a public hearing after due public notice in accordance with F.S. §163.3164(17) for the purpose of making recommendations concerning the proposed Comprehensive Plan amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission hereby amends the Comprehensive Plan for the City of DeLand by adopting a new residential land use designation – Transitional Residential Development (TRD) as part of the Comprehensive Plan as described in Exhibit “A” attached hereto and by reference made a part hereof.

Section 2. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. The effective date of this Ordinance shall be the date of issuance of a certificate of consistency or conditional certificate of consistency by the Volusia Growth Management Commission, and a final order is issued by the Department of Economic Opportunity or Administration Commission finding the Ordinance in compliance in accordance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent

on this Ordinance may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Division of Community Development, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399.

PASSED AND DULY ADOPTED this 6th day of March, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: November 21, 2022
Adopted on second reading: March 6, 2023.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

TRANSITIONAL RESIDENTIAL DEVELOPMENT (TRD) DESIGNATION

Description:

The Transitional Residential Development (TRD) Designation is intended for areas with lower density residential development, with a maximum gross density of up to 2.0 dwelling units per acre. The TRD designation is intended to provide a transition between existing low density residential and agricultural uses within the unincorporated county and low-density suburban residential uses within the city.

In some circumstances, the maximum density may be increased, provided specific performance-based criteria can be met. Higher density residential uses such as townhomes, cluster development, or 2, 3, and 4 family residential units may be considered on a case-by-case basis, and if developed through a cluster development pattern with the preservation of additional open space. In reviewing rezoning requests, the specific density will depend on locational factors, including compatibility with adjacent uses and availability of public facilities. This category will allow existing agricultural zoning and uses to continue.

General Type
of Development:

- Single-Family Residential
- Cluster Development
- 2, 3, and 4 Family Residential

Policy Guidelines:

The TRD Designation is intended to provide larger-lot development options to allow for a gradual transition between existing agricultural and large-lot development areas within the unincorporated areas of the County and the perimeter of the City boundaries. This designation will allow another option for lower density residential development within the City, encourage a more clustered development pattern to preserve a greater amount of open space and natural area and minimize disruption to existing natural habitat.

General: All development within the TRD Designation shall provide the following:

- a) Low-impact stormwater design
- b) Minimum 15% Tree Protection Area

Density Bonus: Development within the TRD Designation area may increase the maximum density of 2.0 dwelling units per acre by up to 25% (2.5 dwelling units per acre), provided all of the following criteria are met:

- a) Internal trail and bike lanes with connections to adjacent trails and natural areas are constructed throughout the development area.
- b) Sidewalks and bike lanes provided throughout the development area.
- c) The project is located within a mile of an arterial, interstate, or the SunRail station.
- d) At least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents.

Cluster Development: In order to preserve the open character of adjacent rural areas, lots may be clustered. In addition to the density bonus for providing

amenities, trails, and access to existing transit, cluster developments may be granted an additional density bonus, provided:

- a) All Density Bonus requirements (above) are met
- b) Additional minimum preserved open space areas are preserved (table below)

Preserved Open Space	Density Bonus	Maximum Density (du/ac)
50%	20%	3 du/ac
60%	30%	3.25 du/ac

**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

October 19, 2022

- A. APPLICATION NO.:** COMP22-201 – Comprehensive Plan Amendment – New Land Use Designation – Transitional Residential Development Designation
- Applicant:** City of DeLand, Community Development Department
- Request:** Amend the City of DeLand’s Comprehensive Plan by creating a new residential Land Use Category to the Future Land Use Element for compliance with Chapter 163.3177 F.S.
- Location:** City-wide

B. SUMMARY/HIGHLIGHT:

In April 2022, the City Commission requested that staff explore options to address how the City develops in transition areas between developed suburban areas within the city and low-density residential areas within the unincorporated county. Four options were analyzed by staff:

1. Create a new Future Land Use Category
2. Revise an existing category
3. Create new policies to guide development; or
4. Create a new Future Land Use Overlay.

After internal discussions, staff discussed the options with City Commission on August 1, 2022. At this meeting, staff reviewed all four options included an analysis of the various options. Staff presented Option 1 as the preferred option. A copy of this August 1, 2022 Request for Commission Action is attached. Following the staff presentation and Commission discussion, City Commission directed staff to move forward with Option 1 – Create a new Future Land Use Category.

C. ANALYSIS:

This proposed new Land Use Category, Transitional Residential Development (TRD) Designation, is intended for lower-density areas and would serve as a gradual transition between existing agricultural and large-lot development within the county and the larger-lot suburban areas within the City. This designation would allow another option for lower density residential development within the City and encourage a more clustered development pattern to preserve a greater amount of open space and natural area. The designation would allow for a maximum gross density of up to 2.9 dwelling units per acre, with standards and provisions for additional density requests, provided specific performance-based standards can be met.

D. PLANNING BOARD ACTION:

1. Recommend approval of the proposed amendment add a new Future Land Use Category to the City’s Comprehensive Plan - Transitional Residential Development Designation.

December 22, 2022

The Honorable Chris Cloudman
Mayor, City of DeLand
City Commission, City Hall
120 South Florida Avenue
DeLand, Florida 32720

Dear Mayor Cloudman:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of DeLand (Amendment No. 22-03ESR) received on December 1, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

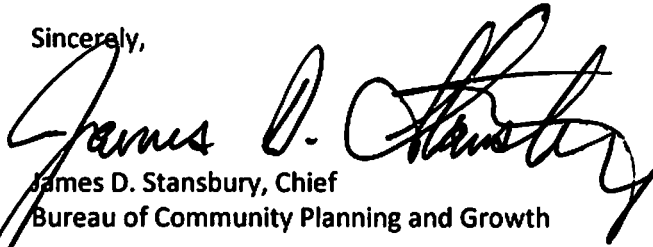
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Adrian Young, Planning Analyst, by telephone at (850) 717-8515 or by email at adrian.young@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a large, stylized "J" and "S".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ay

Enclosure(s): Procedures for Adoption

cc: Mike Holmes, City of Deland, Planning Director

Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities.
(Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, in color format, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

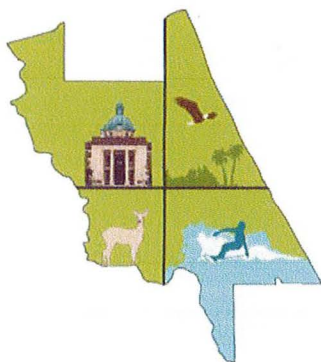
Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Volusia Growth Management Commission

January 4, 2023

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: City of DeLand Large Scale Amendment
VGMC Case #22-074 – Creation of New Residential Land Use Category (COMP22-201)
Certificate of Consistency**

Dear Mr. Holmes,

VGMC Case No. 22-074 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 22-074 is hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of DeLand to *further intergovernmental cooperation and coordination within Volusia County*. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Sid Vihlen, Jr.
VGMC Chairman

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Presentation re Annexation Pause Update.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Preferred Option for New Land Use Designation

APPROVED BY: Michael Pleus, City Manager, July 28, 2022

SUMMARY/HIGHLIGHT:

The City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between developed suburban areas within the city and currently low-density residential unincorporated areas. Four options were analyzed by staff; 1) create a new Future Land Use category, 2) revise an existing category, 3) create new policies to guide development, or 4) create a new Future Land Use overlay.

After internal discussions, the first option is being presented as the preferred option combined with some of the points from the other alternatives. There is a brief discussion of the four options that were analyzed in the attached report to provide some insight as to how this preferred option was developed, along with suggested criteria to guide new development. The report also provides some policy excerpts from the existing Comprehensive Plan that can be expanded upon through this process.

One of the key issues that staff is asking the Commission to provide direction on is where this new category is to be applied, such as select areas of unincorporated land adjacent to the city or for all annexations, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission.

As the amendment is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Potential adoption timeline:

- September 19 - Planning Board review and consideration
- October 17 - City Commission first reading
- December 5 - City Commission second reading

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategic Context: To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the city’s boundaries.

Strategies:

Community consistent growth

Action Steps:

Review land development regulations and policies and incorporate principles that encourage smart growth and redevelopment.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Provide direction for planning staff in the preparation of the Comprehensive Plan amendments.

BACKGROUND/DISCUSSION:

This proposed option is divided into two parts; a new category and a new set of policies.

Part 1 – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the category, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new transitional development should be allowed, the type of development that would be constructed and specific guidelines to be followed by the new development.

This new category can provide location criteria as to when and where it is applicable. The new category should also describe if other than Single Family residential uses are allowed, such as cluster, townhomes, multi-family or a mixture. Also, a maximum density will be set by this new category.

Part 2 – Policies and criteria

This part of the amendment will create additional development and sustainable policies in the Future Land Use element that does two things, 1) provide limits and directions to new residential development and 2) helps the development comply with the city's effort to be sustainable. The City's Comprehensive Plan currently has two policy sections that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address this issue as well.

Preferred option for guiding new development in select areas

Comprehensive Plan Amendment

Recently, the City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. Four options were analyzed by staff:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

After internal discussions, staff is presenting the first option, create a new land use category, as the preferred option. This updated option is divided into two parts; a new category (Part A) and a new set of policies (Part B). This new land use category would be available for new annexations and as an option for rezoning applications, provided the criteria and standards could be met. The end of the report includes the analysis of the four options to provide some insight into the process and rationale for the proposed option.

Discussions with the Planning Board and City Commission may lead to other alternatives and revisions. One of the key discussion points should focus on where this new category could be applied. For example, would this new category apply to specific areas around the city, or would it be an option for all annexations or rezonings, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission. As the new category is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Part A – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the land use categories, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, a new category would allow the City Commission to guide where new transitional development would be allowed, specify the type of development that would be constructed and provide specific guidelines to be followed by the new development. The

new zoning would be evaluated on a case-by-case basis when a developer applies for this specific land use category at a particular location. The Commission will ultimately make the decision by either approving an application with this new land use category and associated standards, or an existing category if deemed more appropriate.

The new category could also include other housing options such as -cluster, townhomes, multi-family or a mixture. This new category would also specify a maximum density, and could include provisions for additional density under certain conditions.

Part B – Policies, Standards and criteria

Along with the new category, new standards and criteria would be included to provide limits and directions for new development and to maintain the city's effort for sustainable development. The City's Comprehensive Plan currently has two policy sections (outlined in further detail below) that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address the new category and guide new zoning applications for other land use categories.

The actual density of the proposed project would not have to be determined until a zoning application was submitted and the guidelines and policies are applied to the application during the hearing process. Once the new category and policies are in place, they would apply to both standard zoning applications or Planned Developments.

Staff has provided some categories and standards that may help guide the discussion regarding the proposed option for a new land use category and associated standards and criteria.

Intent:

The intent of this new land use category is to provide an additional option for residential development located adjacent to lower density projects throughout the city. This section would include goals and policies supported by the 2050 vision plan. The 2050 vision plan could also be updated.

Standards

Criteria for a minimum lot size,

Provisions to variation in residential housing types and architectural design features.

Restriction for a maximum of 2 du/ac if a project fails to meet at least 4 (or more) of the below-referenced criteria and standards.

Environmental

Standards to provide more Tree Preservation Area or open space or recreation areas.

Provisions for larger buffer requirements when adjacent to lots greater than 1 acre in size.

Requirements for xeriscape or Florida-Friendly plants for both common areas and individual lots, including diversity in plant material.

Criteria for energy efficient structures and provisions for EOV charging stations, solar, white (reflective) roof materials, and other energy efficient building practices.

Restrictions regarding clearing only a maximum of 50% of site within first year for projects greater than 20 acres.

Requirements to protect environmental lands or existing active agriculture land.

Infrastructure

Options for Low Impact Development stormwater facilities, including landscaping in ponds and less impervious surface.

Requirements for construction of inter-connected trail networks.

Standards for connectivity to adjacent developments and properties, roadways, natural areas, trails, and bike lanes.

Requirements for proximity to major roadway or near interstate or SunRail (this could also be an incentive – could allow for smaller lot sizes if clustered development adjacent to SunRail).

Compatibility

Location criteria to help determine where appropriate

Appropriate density range (Staff is suggesting that the maximum density be established at 2.9 du/ac which is half of the Low Density Residential land use category).

Incentives

Options for additional density for affordable housing (increase density up to X per acre in this category if meets affordable housing program conditions) *Note – bonus could be an increase of up to 50% depending on the project*

Allowances for clustering for smaller lots in combination with more open space.

Allowance for additional density if the proposed project corrects or provides solutions to an existing issue or problem, flooding, and safety.

Excerpts from DeLand Comprehensive Plan

Example of land use category

URBAN LOW INTENSITY (ULI) DESIGNATION

Description: Areas for suburban density residential dwelling units with a range of 0.2 to 4 dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, in particular, compatibility with adjacent uses and availability of public facilities. However, lot sizes larger than one acre may be allowed if there are similar lot sizes existing in the vicinity. This category will allow existing agricultural zoning and uses to continue.

General Type of Development:

- o Single Family Residential, attached or detached
- o Cluster
- o Zero lot line
- o Office
- o Neighborhood Convenience

Policy Guidelines: This category may also allow neighborhood convenience uses and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. Commercial intensity shall be limited in a manner that is compatible with the allowable residential density; with a greater intensity permitted at intersections of heavily-used roadways.

In order to be considered compatible, the commercial development should reflect comparable traffic generation; similar traffic patterns; building scale; landscaping and

open space; and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the PD process, when adjacent to low density residential, in order to preserve the character of the neighborhood.

Mixed-use developments consisting of residential and low-intensity commercial may be permitted through the PD process. Overall residential density for the development is not to exceed the specified range for this land use designation. Non-residential building square footages for the development may not exceed the amounts allowed for NCC's. However, total Gross Leasable Area may be increased to 7,840 square feet per acre. Total development size is not to exceed 5 acres in area.

Goals, Objectives and Policies

GOAL f-8: The City of DeLand recognizes the need for a community to be a sustainable one. Initiatives must be taken in order to ensure an adequate quality-of-life for future generations and to protect existing environmentally-sensitive and significant lands from harmful development. Therefore, the City shall encourage the use of recognized "green" development practices and established smart-growth techniques, such as: walkable-communities, transit-supportive development, mixed-use developments, and creative site and building design.

OBJECTIVE:

f8.2 The City recognizes that Greenhouse Gas (GHG) emissions have been shown to cause damaging effects to both the Earth's climate and temperatures, and a decrease in air quality. The City shall seek measures through which GHG's can be reduced and heat gain limited.

POLICIES:

f8.2.1 The City shall seek to reduce GHG's through less vehicle miles traveled by encouraging residential designs that foster road network connectivity between developments and between subdivisions; and by discouraging configurations that do not, such as culs-de-sac.

f8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the situating of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.

f8.2.3 The City shall study the possibility of establishing standards that provide for pervious pavement alternatives to help regulate stormwater and decrease heat gain from pavement and other hard surfaces associated with infrastructure.

f8.2.4 The City shall mitigate hardscape heat gain by discouraging more pavement and/or parking than necessary or required by Code.

f8.2.5 The City shall continue to encourage locally-produced food products as a way to reduce vehicle miles traveled in the distribution and in the purchase of such products by providing opportunities for the sale of such goods, such as farmers' markets; and in regulations that preserve productive, quality agricultural lands.

GOAL f-9: Protect environmentally-sensitive areas and natural resources adjacent to and within the city limits of DeLand from development.

OBJECTIVE:

f9.1 The City recognizes the sustainability of a community rests on the ability to protect lands of an environmentally-sensitive nature; and to preserve existing open-spaces for wildlife habitat and quality agricultural acreage for future generations. The City shall utilize land use regulations as one means to provide protection to these sensitive lands.

POLICIES:

f9.1.1 Agricultural/Conservation and Recreational shall be considered appropriate future land use designations for environmentally-sensitive lands.

f9.1.2 As of date of adoption of this Comprehensive Plan, as amended, property annexed into the City limits classified, at the time of annexation, by the following Volusia County land use classifications; except as provided for below; shall retain its County land use classification and shall not be reclassified with a City designation:

- a) Conservation
- b) Environmental Systems Corridor
- c) Forestry Resource
- d) Agricultural Resource

Due to proximity to the DeLand Municipal Airport, lands lying within the bounds of Section 27, Township 16 S, Range 30 E shall be exempt from this policy.

f9.1.3 The City shall explore the feasibility of conservation subdivisions as a means to permit the clustering development while encouraging the preservation of environmentally-sensitive lands and open space.

f9.1.4 The City shall explore means by which limited agricultural activities may be permitted in residential areas without an agricultural designation; such as community gardens and personal agricultural operations; through revisions to the Land Development Regulations and other such Codes.

f9.1.5 Municipal and County wells shall be permitted in any land use category. Wellhead Protection Areas, as shown on the Future Land Use Map Series, shall be protected from adverse development by prohibiting all operations that use, handle, produce or store hazardous substances within 200' of all wellheads.

The following are the options analyzed by staff:

Planning staff initiated the effort to develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. After exploring many alternatives, they were narrowed down to four concepts:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

Option 1 – create new category with standards and criteria (i.e. Transitional/Suburban – Residential designation) This option will create a new future land use category. The City's Comprehensive Plan currently provides a Description, a list of General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new residential development should be allowed, the type of development that would be constructed and specific guidelines to be followed by new development. This would occur individually on a case by case basis when a developer applies for a land use amendment. The applicant will explain how its development meets the criteria of the new land use category. The Commission will ultimately make the decision by either approving the application with the new land use or an existing category for a specific location.

This new category can provide location criteria as to when and where it is applicable (provide suggestions). The new category would provide standards and criteria if other types of residential development could be included in these transitional areas. Non-residential uses could also be considered and discussed, but these were not included in staff's analysis at this time. Also, the maximum density will be set by the new category.

Staff selected this option as the preferred choice because it could be selected as part of the annexation/development process without impacting any other portion of the city and would not involve rezoning existing properties and could include incentives for additional density and/or smaller lots if clustering and other innovative solutions are incorporated into the development.

Option 2 – revise existing Urban Low Intensity (ULI) category . Currently the City's ULI category allows a maximum of 4 du/ac and is modeled after the County's ULI designation with the same density which currently surrounds the City. Annexing property that is already designated as such in the county allows for a straight transfer of uses from one jurisdiction to another, which was the purpose behind adopting this category. But as development applications have continued there has been a need to be able to address current development trends that were not contemplated when the ULI category was placed in the Comprehensive Plan. The ULI could be revised to establish a new lower maximum density (such as 2.9) and include specific criteria and provisions for any proposed increase in density above the maximum up to the original 4 du/ac. The city's current areas designated with ULI are already developed or have an approved Planned Development agreement so the revisions should be designed to only impact any new applications. This option also would decide each case individually as Option 1 does. This revision keeps the number of land use categories at 16 which makes the map simpler and less confusing to administer from staff's perspective.

Staff did not select this option as its potential impact on projects and property that are already developed or zoned under the ULI category. Over time this could be difficult to manage and apply standards, especially for expansions and redevelopments.

Option 3 – update existing policies and create new policies to guide development in future transition areas. This option would provide limits and standards for new subdivisions and would support the city's desire for sustainable development. The City's Comprehensive Plan currently has two sections (attached) that could be expanded with new policies to guide new development in the suburban sections of the city. Specific areas for new development would not be identified, but the policies would be used to provide guidance when reviewing new zoning applications regardless of the land use category. Also, a maximum density would not have to be determined but would be done at the time a zoning application was submitted. These policies would be applicable to both standard zoning or a Planned Development throughout the city.

This option maybe the least effective as it would probably not have definitive guidance for a specific development as it would be applicable city wide. However, this option does have the advantage of ensuring that all new development would abide by these policies, not just ones in specific areas of the city. Staff is recommending that additional

sustainable policies could be developed to address overall desires of the Commission, but they would not be selective to only new development.

Option 4 – Create an overlay district with standards and criteria (currently 5 overlays are in the Comprehensive Plan) that could mix some of the above options that can be requested at the same time as a land use designation is requested. This option does not require a new category be developed, but would be used in conjunction with existing land use categories. This overlay could be placed at time of application review along with a land use category that may need additional safeguards under specific circumstances. The overlay does not require specific areas to be selected initially. This option leaves most areas around the city unaffected.

The overlay could also be placed over a large area administratively anywhere the Commission desires to offer development restrictions and guidance. The overlay could be called either the Sustainable Development overlay or the Suburban Transitional overlay.

Staff did not select this option as it left the decision up to the applicant as to whether it wanted the overlay or not; if the overlay was not already in place. Also, this option would be complicated to administer and apply to all existing development as well.

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Second Reading of Ordinance No. 2023-04, Changing the Zoning of 14.74 Acres of Property Located along Spring Garden Avenue, Between Plymouth on the North and Minnesota to the South, from C-2 (General Commercial) to Spring Garden Townhomes (2ND RDG. CONT'D FROM 2/20/23).

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: ORD-2023-04 , Exhibit A - Legal Description, Exhibit B-Spring Garden Townhomes PD, Deland Townhomes PD Concept Plan - Revised (1), Z22-171 Spring Garden Townhomes PD - Staff report, Z22-171 Aerial Map, Z22-171 Zoning and Location Map

APPROVED BY: Michael Grebosz, Asst. City Manager, February 28, 2023

SUMMARY/HIGHLIGHT:

This request is for approval to amend the zoning designation for a 14.74 parcel located along Spring Garden Ave. between Plymouth on the north and Minnesota to the south from C-2 (General Commercial) to Spring Garden Townhomes PD. The proposed Development Agreement provides for a mixed-use development with a 90-unit residential component along with a 1.4 acre portion to be used for future commercial use. On December 14, 2022, the Planning Board recommended approval of the request by a vote of 6-1. During the public hearing, two residents spoke. One referenced the need to preserve the existing trees along the project perimeter and another raised concerns regarding bears living on the property.

On January 17, 2023, the City Commission considered this item on first reading. On February 20, 2023, the City Commission voted to continue this item to March 6, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under Strategic Focus Area: Institute Smart Growth principles. In general, this action will encourage smart growth by putting zoning in place to permit a wider variety of uses and encourage development of this property.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Rezoning of this property will have no immediate fiscal impact on the City.

RECOMMENDATION:

It is recommended that the City Commission approve on second reading amending the zoning designation of this property from C-2 (General Commercial) to Spring Garden Townhomes PD.

BACKGROUND/DISCUSSION:

This is an application rezoning a 14.74-acre property that is to be developed as a mixed-use development with a 90-unit multi-family residential project and a separate 1.4-acre portion of the tract to be used for commercial development. The site, located on the west side of the city limits, along Spring Garden Avenue south of Plymouth and north of Minnesota, is currently vacant, undeveloped and heavily vegetated. Surrounding uses include a single-family residential neighborhood to the west, commercially zoned property to the north and along the east side of Spring Garden and commercial and multi-family zoned property directly adjacent to the south. A commercial property, in use as an automobile repair shop, is located amongst the acreage to be rezoned.

ORDINANCE NO. 2023 - 04

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM C-2, GENERAL COMMERCIAL TO SPRING GARDEN TOWNHOMES, PD, PLANNED DEVELOPMENT ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH SPRING GARDEN AVENUE, SOUTH OF PLYMOUTH AVENUE, NORTH OF MINNESOTA AVENUE, APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.74 ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watts, Esq. (hereinafter referred to as “Applicant”), on behalf of the owner, owns approximately 14.74 +/- acres of land located on the west side of North Spring Garden Avenue, south of Plymouth Avenue, north of Minnesota Avenue, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from C-2, General Commercial to Spring Garden Townhomes PD, Planned Development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the “Code”); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit “A” (hereinafter the “Property” or the “Project”); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Highway Commercial land use designation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission has held a public hearing to approve the change of zoning from C-2, General Commercial to Spring Garden Townhomes PD, Planned Development District, on property located on the west side of North Spring Garden Avenue, south of Plymouth Avenue, north of Minnesota Avenue, consisting of approximately 14.74 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit “A” as Spring Garden Townhomes PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Spring Garden Townhomes PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day of March, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: January 17, 2023
Adopted on second reading: March 6, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The East 600.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida, except the North 1,354.07 feet thereof, except the South 690.00 feet thereof, except the East 40.0 feet thereof for right of way for State Road 15-A and except the North 210.00 feet of the South 1000.00 feet of the West 200.00 feet of the East 240.00 feet of the Northeast 1/4 of said Section 7.

Together with rights of ingress, egress and utilities over and across that portion of the North 185.00 feet of the South 975.00 feet of the West 200.00 feet of the East 240.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Beginning at the point of intersection of the North line of the South 975.00 feet of the Northeast 1/4 of said Section 7 with the Westerly right of way line of State Road 15-A, run thence South 01°31'08" East along said right of way line a distance of 24.50 feet; thence South 89°04'47" West a distance of 50.00 feet; thence South 01°31'08" East a distance of 160.50 feet; thence South 89°04'47" West a distance of 24.00 feet; thence North 01°31'08" West a distance of 160.60 feet to the point of curvature of a curve concave to the Southwest, having a central angle of 89°24'05" and a radius of 10.00 feet; thence run Northwesterly along the arc of said curve a distance of 15.60 feet to the point of tangency thereof; thence South 89°04'47" West a distance of 21.79 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 90°35'55" and a radius of 30.00 feet; thence run Southwesterly along the arc of said curve a distance of 47.44 feet to the point of tangency thereof; thence South 01°31'08" East a distance of 140.18 feet; thence South 89°04'47" West a distance of 24.00 feet; thence North 01°31'08" West a distance of 152.15 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 43°37'12" and a radius of 24.50 feet; thence run Northeasterly along the arc of said curve a distance of 18.65 feet to the point of compound curvature of a curve concave to the Southeast, having a central angle of 46°58'43" and a radius of 50.00 feet; thence run Northeasterly along the arc of said curve a distance of 41.00 feet to the point of tangency thereof; thence North 89°04'47" East a distance of 116.52 feet to the Point of Beginning

AND

PARCEL 2:

LEGAL DESCRIPTION: (Per O.R. Book 3795, Page 4383, Public Records of Volusia County, Florida)

The South 610.07 feet of the North 1354.07 feet of the East 600.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida; excepting therefrom the East 40.00 feet for right of way of State Road No. 15-A. Together with an easement for ingress, egress and utilities described in Official Records Book 4852, Page 4488, of the Public Records of Volusia County, Florida.

14.74 acres more or less.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Case # Z-22-171, Application of

6 DDC MANAGEMENT, LLC

7 ORDINANCE # 2023-04

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM C-2 TO

11 SPRING GARDEN TOWNHOMES PD

12
13 The application of DDC Management, LLC, hereinafter, "Applicant", for rezoning
14 was heard by and before the City Commission, DeLand Florida, on February 20, 2023,
15 Based upon the verified Application and other supporting documents, maps, charts,
16 overlays, other evidence and instruments; the advice, report, and recommendations of
17 the Community Development, and other Departments and agencies of DeLand, Florida;
18 and the testimony adduced and evidence received at the Public Hearing on this
19 Application by the Planning Board on December 14, 2022, and otherwise being fully
20 advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of DDC Management, LLC was duly and properly filed herein on August 15, 2022 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 14.74 +/- acre parcels of land which is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the properties, Frank A. Ford, Trustee, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the parcels described in Exhibit "A" from C-2 to SPRING GARDEN TOWNHOMES PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 20th DAY OF FEBRUARY, 2023, AS FOLLOWS:

A. That the Application of DDC Management, LLC, a Florida limited liability company, for the rezoning of the subject parcels is hereby granted.

B. That the zoning classification of the subject parcels described in Exhibit "A" attached hereto is hereby amended from C-2 to SPRING GARDEN TOWNHOMES PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcels to SPRING GARDEN TOWNHOMES PD.
3

4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended is consistent with the provisions of the "Development Agreement"
6 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance
9 No. 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.
12

13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
15 the same manner as the C-2 zoning classification.
16

17 F. Except as otherwise stated herein, nothing in the Development Agreement
18 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and
19 any other City Ordinances.
20
21

DEVELOPMENT AGREEMENT AMENDMENT

A. Development Concept. The properties shall be developed as SPRING GARDEN TOWNHOMES PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of these parcels.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by AGMCI, and dated August 9, 2022 with a final revision date of November 01, 2022, and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section E of this Development Agreement, or any special condition, or any specific requirement of this Development Agreement.

1 D. Subdivision Approval. After the Planned Development Plan is recorded,
2 and prior to any construction, including clearing and landfill, a final plat of the area to be
3 subdivided, whether one phase or multiple phases, shall be submitted for review and
4 approval in the manner required by Article 13 of the City of DeLand Land Development
5 Regulations, Ordinance No. 2013-11, as amended.

6 E. Site Plan Approval. After the Planned Development Plan is recorded, and
7 prior to any construction, including clearing and fill, a preliminary and/or a final site plan,
8 as applicable, shall be submitted for review and approval in the manner required by
9 Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-
10 11, as amended.

11
12 F. Unified Ownership. The applicant or his successors shall maintain unified
13 ownership of the individual phases of the subject parcels until after issuance of the Final
14 Subdivision Plat Development Order for a particular phase.

15
16 G. Phases of Development. The project may be developed in one or more
17 than one phase, and the phases may occur in any order. Grading may occur per phase.
18 No burning shall be permitted on site. No vertical construction or combustibles may be
19 stored onsite until the utilities and roads have been inspected and approved by
20 utilities/engineering and fire prevention.

21
22 H. Land Uses Within the PD. The development of the parcels shall be
23 consistent with the uses prescribed for each area within the proposed Spring Garden
24 Townhomes PD. The location and size of said land use areas are shown on the

Development Plan Map, attached hereto as Exhibit “B”. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses within Residential Area:

Townhouses.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

Lanai/Florida room as an accessory structure.

Permitted Uses within Commercial Area:

General/Professional Offices.

Financial Institutions.

Medical office.

Drugstores and pharmacies.

Hospitals.

Laboratories, hospitals and clinics.

Medical clinics.

Beauty salons, barbershops and day spas.

Day care facilities, adult or child.

Dry cleaning and laundry.

Pet shops and pet grooming with no overnight boarding of animals.

Tailor shops and shoe repair.

Hotels or motels and associated accessory uses including

1 restaurant and conference facilities.

2 Restaurants including fast food and/or drive through facilities.

3 Restaurants and establishments serving alcohol requiring a DBPR

4 2COP, 3PS or 4COP license with special class.

5 Bakery, pastry, gourmet, coffee and specialty beverage shops

6 (retail).

7 Convenience stores with gas pumps.

8 Convenience stores without gas pumps.

9 Furniture, appliances retail.

10 Grocery.

11 Retail sales.

12 Virtual kitchen.

13 Home improvement store.

14 Parks, mini and neighborhood.

15
16 I. Development Standards. All development for the property shall rely upon
17 the standards set forth below.

18 1. Residential Area:

19 a) Minimum Lot Area of 1,000 sq. ft.

20 b) Minimum Lot Width of 20 feet

21 c) Minimum Lot Depth of 50 feet

22 d) Minimum Individual Unit Size of 500 sq. ft.

23 e) Maximum Building Height of 35 ft.

24 f) Maximum Unit Count Per Building: 6 units

g) Minimum Setbacks:

- a. Front yard: 20 ft.
- b. Rear yard: 10 ft.
- c. Side yard: 0 ft.
- d. Between buildings (side to side): 15 ft.
- e. Between buildings (front to front or rear to rear): 40 ft.

h) Specialty Setbacks

- i. Air Conditioning/Heating Units: 5 ft.
- ii. Generators/Other Mech. Equip.: 5 ft.
- iii. Eaves: 5 ft.

i) Maximum Impervious Surface Area: 70%

j) Maximum Townhouse Unit Count: 90 units

2. Commercial Area:

a) Minimum Lot Area of 1 acre.

b) Maximum Building Height of 45 ft.

c) Minimum Setbacks:

- i. Internal Side 10 ft.
- ii. Front 20 ft.
- iii. Rear 10 ft.
- iv. Street Side 20 ft.

d) Maximum Impervious Surface Area: 70%

3. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the

Land Development Regulations Ordinance No. 2013-11, as amended.

4. Parking Standards.

1. Residential Area. There will be two (2) parking spaces provided per unit. An additional 0.5 guest parking spaces per unit will be provided within the residential area. Enforcement of parking and maintenance of the access road(s) shall be the responsibility of a centrally managed maintenance association.

2. Commercial Area. The parking standards shall adhere to the Land Development Regulations Ordinance No. 2013-11.

5. Buffer Standards. The following buffer requirements shall apply to the Property:

Residential Area

A 25 ft. buffer will run along the north, south, east, and west sides of residential portion of the Property and will meet Buffer Standard "C" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations.

Commercial Area

A 25 ft. buffer will run along the north, south, east, and west sides of the commercial portion of the Property and will meet Buffer Standard "C" of Section 33-92.02(b)(2) of the City of DeLand Land Development Regulations.

6. Signage: Signage shall be provided per the Land Development

1 Regulations. Monument signs identifying the development shall be placed
2 at the primary entrance along North Spring Garden Avenue.

3 7. Open Space. Open Space and/or Common Area shall meet the
4 requirements of the Land Development Regulations.

5 8. Model Homes and Temporary Sales Offices. Construction of a model
6 home and/or temporary sales office for a particular phase may commence after final plat
7 approval, and all the infrastructure improvements for said phase have been approved
8 and accepted by the City of DeLand. The City Engineer shall make the final
9 determination on the acceptance and approval.

10 9. Compliance. In the event that future development cannot comply with the
11 standards set forth herein, then said entitlements shall be processed through an
12 amendment to this Development Agreement.

13
14 J. Environmental Considerations. The development shall comply with the
15 requirements for preservation of environmental resources as set forth in the Land
16 Development Regulations Ordinance No. 2013-11, as amended. The development has
17 been laid out in a manner to best accommodate the existing topography and drainage
18 conditions identified on the property. However, the actual location and layout of the
19 developed areas within the development shall be determined during subdivision and site
20 plan review. In addition, all landscaping, including buffers, shall predominantly utilize
21 Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food
22 and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology,
23 native, or low-water plant material. The development shall include landscape designs
24 such that plants will serve environmentally friendly functions including, but not limited to,

1 cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution
2 prevention, and directing traffic flow onto and within the community, such as low impact
3 development standards. All mulching will be conducted in accordance with the most
4 current version of the Florida Green Industries Best Management Practices (BMPs)
5 handbook guidelines. Mowing in common areas shall be done in accordance with the
6 most current version of the Florida Green Industries BMPs handbook and by certified
7 landscaping contractors. Mowing adjacent to swales shall be performed such that no
8 clippings are deposited into any swales or water bodies. All clippings that may have
9 been deposited on impervious surfaces will be swept back into the vegetated area. All
10 pesticide applications in common areas shall be done by a certified professional in
11 accordance with the most current version of the Florida Green Industries BMPs
12 handbook.

13
14 K. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
15 sewage disposal, potable and reclaimed water needs of the PD will be provided in
16 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the
17 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
18 Florida Administrative Code 64E-6.

19
20 L. Stormwater Drainage. Provision for stormwater retention shall be in
21 accordance with the Land Development Regulations Ordinance No. 2013-11, as
22 amended. All stormwater retention systems will be designed to meet all required
23 governmental regulations.

1 M. Access and Transportation System Improvements. All access and
2 transportation system improvements shall be provided in accordance with the Land
3 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
4 developed in substantial accordance with the following access and transportation
5 system improvements:

6 1. Access. Access to the site will be from North Spring Garden
7 Avenue. The Development Plan Map indicates the anticipated connection locations;
8 however, the final locations may vary due to final engineering design and permitting
9 considerations. No movement of the streets are allowed until approved by the fire
10 prevention division of the City to ensure access. The development must always meet
11 height/weight/slope and turning radius of apparatus.

12 2. Transportation System Improvements. Transportation system
13 improvements will be provided as required by permitting agencies and as needed
14 according to the Traffic Impact Analysis (TIA) for the project.
15

16 N. Internal Roadways. Road rights-of-way will be developed as detailed on
17 the Development Plan Map. All internal roads will be private and may be gated. If
18 access to the internal roadways is gated, appropriate emergency access equipment as
19 required by the Fire Marshall will be included in the specifications provided during
20 preliminary plat or site plan review. The secondary roadway shall be stabilized for
21 emergency access and shall be maintained by the maintenance association.
22

23 O. Maintenance Association. The applicant shall provide for a centrally
24 managed maintenance entity to serve residents of the development and perform the

1 ongoing duties set forth herein.

2 With respect to the enforcement of said agreements, covenants, easements or
3 restrictions entered into between the Applicant and the owners or occupiers of property
4 within the Spring Garden Townhomes PD, the City of DeLand shall only enforce the
5 provisions of the "Development Agreement" and City of DeLand Land Development
6 Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the
7 private agreements entered into between the aforementioned parties.

8
9 P. Reverter Provision: The terms of this Development Agreement shall be
10 vested upon issuance of a final development order for the first phase of the
11 development, which shall occur within five (5) years from the effective date of this
12 ordinance. If not vested, the City Commission may rezone the property as may be
13 necessary or appropriate to protect adjoining properties or the public health, safety and
14 welfare, unless the City Commission, for good cause shown, shall extend the time
15 period indicated in this paragraph.

16
17 Q. Binding Effect of Plans; Recording; and Effective Date. The Planned
18 Development Plan, including any and all amendments shall bind and inure to the benefit
19 of the Applicant and his successor in title or interest. The Spring Garden Townhomes
20 PD zoning, provisions of the "Development Agreement," and all approved plans shall
21 run with the land and shall be administered in a manner consistent with Article 12 of the
22 City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

23
24 This Ordinance and all subsequent amendments shall be filed with the Clerk of

1 the Court and recorded within forty-five (45) days following execution of the document
2 by the City Commission, in the Official Records of Volusia County, Florida. One copy of
3 the document, bearing the book and page number of the Official Record in which the
4 document was recorded, shall be submitted to the Planning Department for placement
5 in the public file. The date of recording of this document shall constitute the effective
6 date of the Spring Garden Townhomes PD or its subsequent amendments. The
7 applicant shall pay all filing costs for recording documents.

8
9 *** Signatures on following pages ***

DONE and ORDERED by the City Commission, City of DeLand, Florida, this
____ day of _____, 2023.

ATTEST:

City Commission of DeLand Florida

Michael P. Pleus
City Manager

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization this ____ day of _____, 2023, by
Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor of
the City of DeLand, respectively, on behalf of the City of DeLand, and who are
personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

APPLICANT:

2 **DDC MANAGEMENT, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____
8 Jon Bills, Manager

9
10
11 _____
12 Printed Name

13
14 _____
15
16
17 _____
18 Printed Name

19
20
21 STATE OF _____
22 COUNTY OF _____
23

24 The foregoing instrument was acknowledged before me by means of ☐ physical
25 presence or ☐ online notarization this ____ day of _____, 2023, by Jon Bills
26 as Manager of DDC MANAGEMENT, LLC, who is personally known to me or who has
27 produced _____ as identification.

28
29 NOTARY PUBLIC, STATE OF FLORIDA

30 Type or Print Name:

31 _____
32 Commission No.: _____

33 My Commission Expires: _____
34
35
36

1 WITNESSES:

OWNER:

2
3
4
5 _____
6
7
8
9 Printed Name

10
11 _____
12
13
14 Printed Name

15
16
17
18 STATE OF FLORIDA

19 COUNTY OF _____
20

21 The foregoing instrument was acknowledged before me by means of ☐ physical
22 presence or ☐ online notarization this ____ day of _____, 2023, by
23 _____, trustee of Frank A. Ford TR, who is _____ personally
24 known to me or _____ who has produced _____ as identification.
25

26 NOTARY PUBLIC, STATE OF FLORIDA

27 Type or Print Name:

28 _____
29 Commission No.: _____

30 My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

The East 600.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida, except the North 1,354.07 feet thereof, except the South 690.00 feet thereof, except the East 40.0 feet thereof for right of way for State Road 15-A and except the North 210.00 feet of the South 1000.00 feet of the West 200.00 feet of the East 240.00 feet of the Northeast 1/4 of said Section 7.

Together with rights of ingress, egress and utilities over and across that portion of the North 185.00 feet of the South 975.00 feet of the West 200.00 feet of the East 240.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Beginning at the point of intersection of the North line of the South 975.00 feet of the Northeast 1/4 of said Section 7 with the Westerly right of way line of State Road 15-A, run thence South 01°31'08" East along said right of way line a distance of 24.50 feet; thence South 89°04'47" West a distance of 50.00 feet; thence South 01°31'08" East a distance of 160.50 feet; thence South 89°04'47" West a distance of 24.00 feet; thence North 01°31'08" West a distance of 160.60 feet to the point of curvature of a curve concave to the Southwest, having a central angle of 89°24'05" and a radius of 10.00 feet; thence run Northwesterly along the arc of said curve a distance of 15.60 feet to the point of tangency thereof; thence South 89°04'47" West a distance of 21.79 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 90°35'55" and a radius of 30.00 feet; thence run Southwesterly along the arc of said curve a distance of 47.44 feet to the point of tangency thereof; thence South 01°31'08" East a distance of 140.18 feet; thence South 89°04'47" West a distance of 24.00 feet; thence North 01°31'08" West a distance of 152.15 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 43°37'12" and a radius of 24.50 feet; thence run Northeasterly along the arc of said curve a distance of 18.65 feet to the point of compound curvature of a curve concave to the Southeast, having a central angle of 46°58'43" and a radius of 50.00 feet; thence run Northeasterly along the arc of said curve a distance of 41.00 feet to the point of tangency thereof; thence North 89°04'47" East a distance of 116.52 feet to the Point of Beginning

AND

PARCEL 2:

LEGAL DESCRIPTION: (Per O.R. Book 3795, Page 4383, Public Records of Volusia County, Florida)

The South 610.07 feet of the North 1354.07 feet of the East 600.00 feet of the Northeast 1/4 of Section 7, Township 17 South, Range 30 East, Volusia County, Florida; excepting therefrom the East 40.00 feet for right of way of State Road No. 15-A. Together with an easement for ingress, egress and utilities described in Official Records Book 4852, Page 4488, of the Public Records of Volusia County, Florida.

1
2
3
4

**EXHIBIT “B”
DEVELOPMENT PLAN MAP**

COPYRIGHT: THESE DRAWINGS ARE THE PROPERTY OF CESO, INC.

PLANNED DEVELOPMENT PLAN FOR SPRING GARDEN AVE TOWNHOMES BY CAP 5 DEVELOPMENT, LLC

PARCELS: 700700000047 & 700700000043
SPRING GARDEN AVE
DELAND, FLORIDA

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

PARCEL 1
THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1354.07 FEET THEREOF, EXCEPT THE SOUTH 690.00 FEET THEREOF, EXCEPT THE EAST 40.0 FEET THEREOF FOR RIGHT OF WAY FOR STATE ROAD 15-A AND EXCEPT THE NORTH 210.00 FEET OF THE SOUTH 1000.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7, TOGETHER WITH RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THAT PORTION OF THE NORTH 185.00 FEET OF THE SOUTH 975.00 FEET OF THE WEST 200.00 FEET OF THE EAST 240.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 975.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 15-A, RUN THENCE SOUTH 01°31'08" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 24.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 160.50 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 160.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89°24'05" AND A RADIUS OF 10.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.60 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 21.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 90°35'55" AND A RADIUS OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.44 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 01°31'08" EAST A DISTANCE OF 140.18 FEET; THENCE SOUTH 89°04'47" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 01°31'08" WEST A DISTANCE OF 152.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 43°37'12" AND A RADIUS OF 24.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 46°58'43" AND A RADIUS OF 50.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.00 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 89°04'47" EAST A DISTANCE OF 116.52 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 2:
LEGAL DESCRIPTION: (PER O.R. BOOK 3795 PAGE 4383, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA)
THE SOUTH 610.07 FEET OF THE NORTH 1354.07 FEET OF THE EAST 600.00 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; EXCEPTING THEREFROM THE EAST 40.00 FEET FOR RIGHT OF WAY OF STATE ROAD NO. 15-A, TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED IN OFFICIAL RECORDS BOOK 4852, PAGE 4488, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

SHEET LIST TABLE	
SHEET NO.	SHEET TITLE
PD-1	COVER SHEET
PD-2	SURVEY
PD-3	PD CONCEPT PLAN

PROJECT OWNER AND CONSULTANTS:

OWNER:
FRANK A FORD TRUST
PO BOX 457
DELAND, FL 32721
PHONE: (386) 527-0533
CONTACT: ELIZABETH FORD WILLIAMS

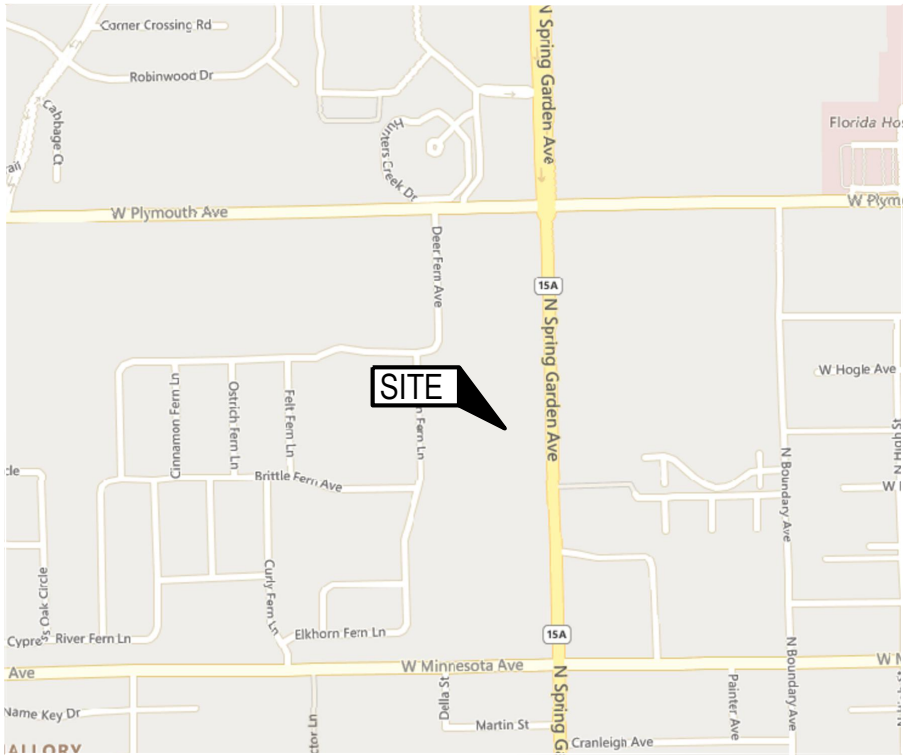
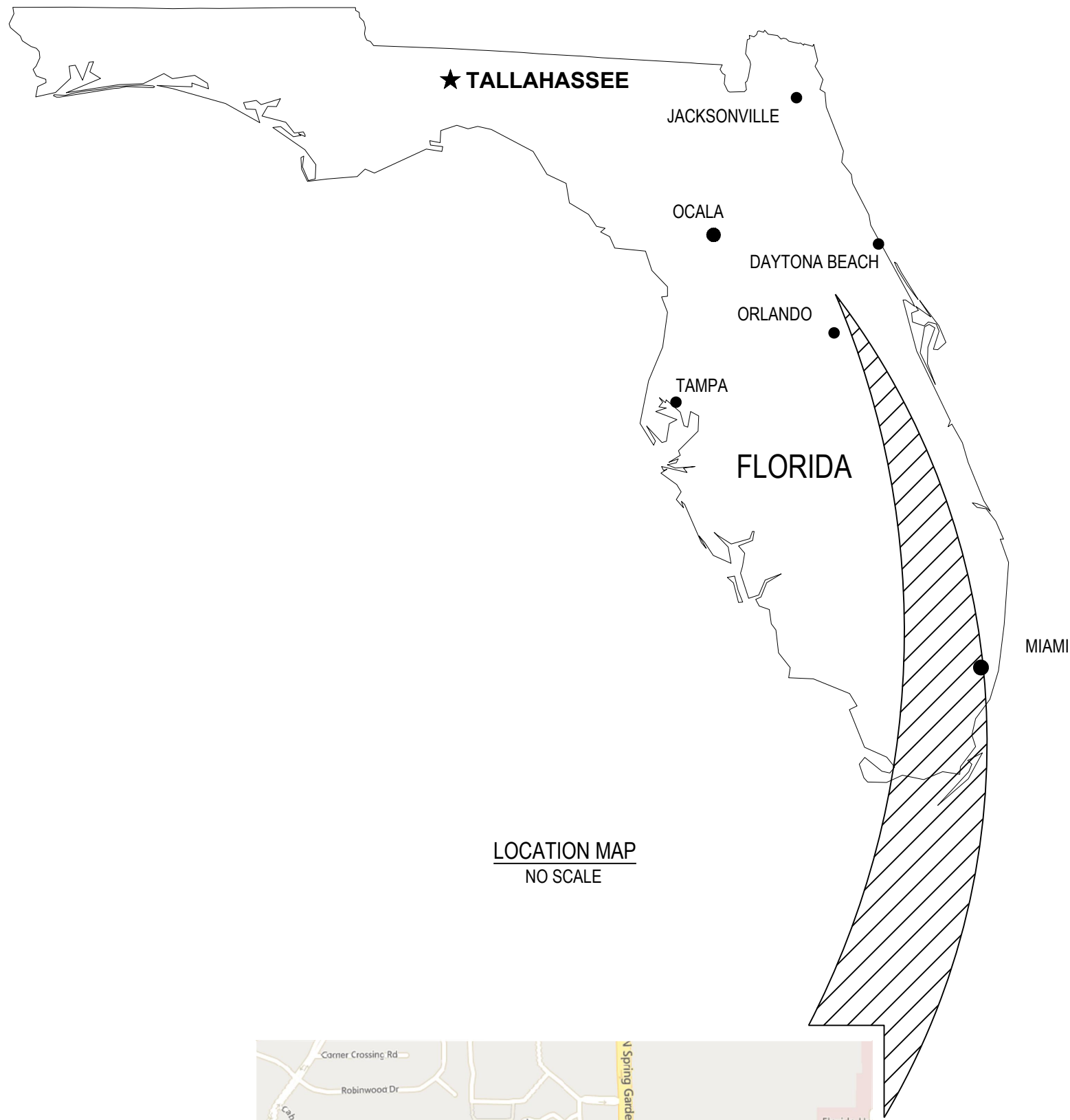
ENGINEER:
CESO, INC.
1323 BROOKHAVEN DR
ORLANDO, FL 32803
PHONE: (407) 670-2305
CONTACT: GARRETT GEORGE, P.E.

DEVELOPER:
CAP 5 DEVELOPMENT, LLC
1323 BROOKHAVEN DR
ORLANDO, FL 32803
PHONE: (407) 924-2846
CONTACT: BRIAN MARTIN

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD
DELAND, FL 32720
PHONE: (407) 629-9330
CONTACT: MARK WATTS

SURVEYOR:
MIZO & ASSOCIATES, LLC
1407 CUMBIE STREET
ORLANDO, FL 32804
PHONE: (321) 200-4904

PLANNER:
AGMC, LLC
235 S MAITLAND AVE, SUITE 116
MAITLAND, FL 32751
PHONE: (407) 822-9094
CONTACT: GEOFFREY McNEIL



[illegible]

CAP 5 DEVELOPMENT
SPRING GARDEN AVE
TOWNHOMES

SPRING GARDEN AVE. DELAND, FL

ISSUE: PRE-PERMIT	
DATE: 8.9.2022	
JOB NO.:	P05730
SCALE:	AS SHOWN
DESIGN:	GMG
DRAWN:	GMG
CHECKED:	JTD
DRAWING TITLE	

CONCEPT PLAN

SHEET NO
PD-3

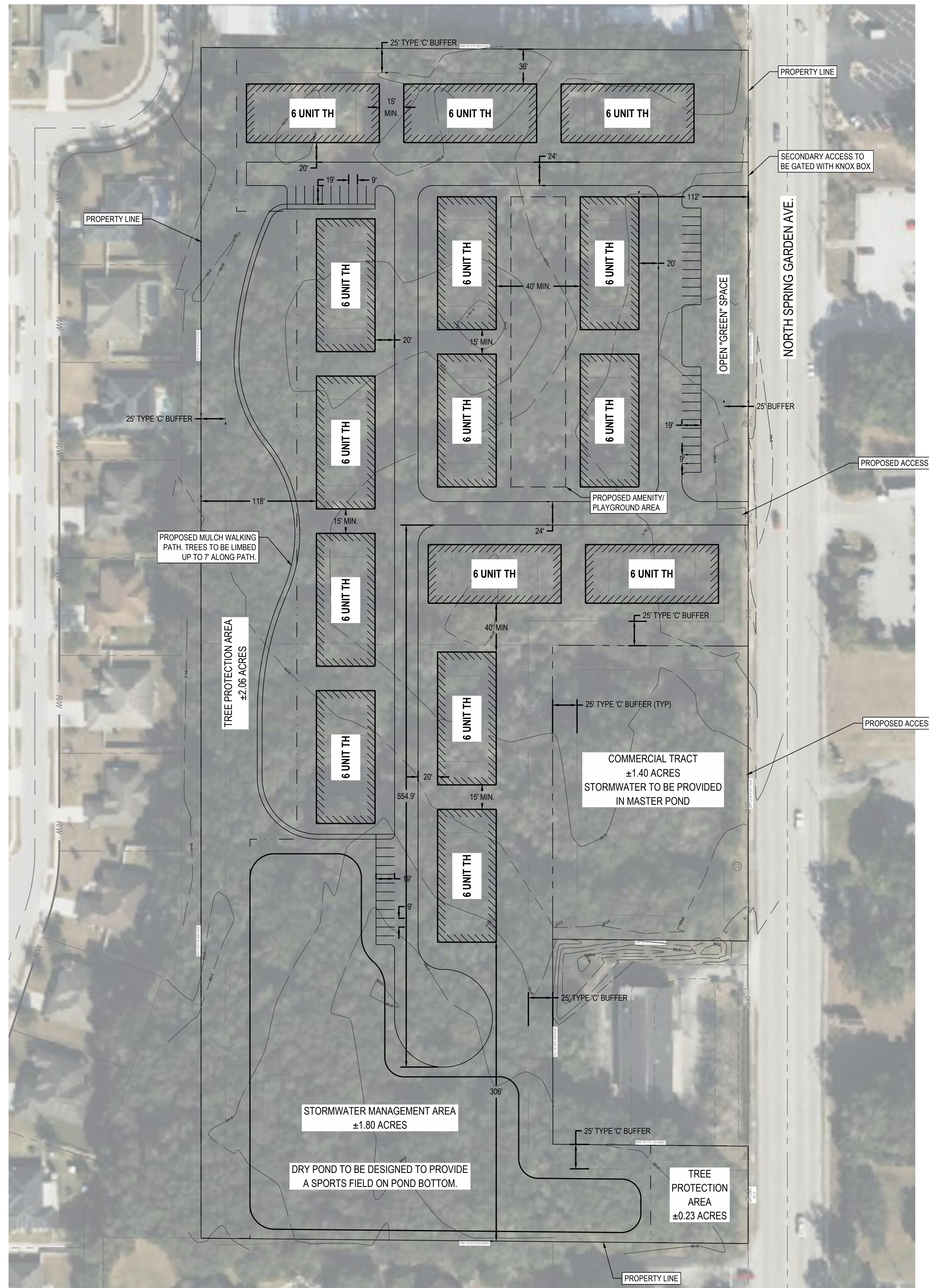
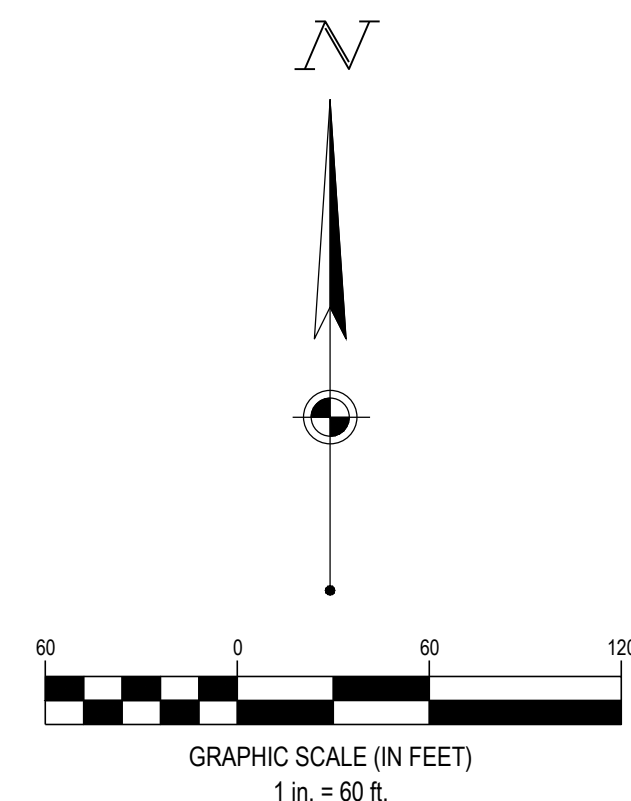


Diagram illustrating a road cross-section. The road is 24 feet wide, divided into two 12-foot lanes. The centerline is marked. The road is flanked by "FDOT TYPE 'D' CURB". The road surface has a 2% slope on both sides of the centerline.

The diagram illustrates a road cross-section. At the top, a vertical line is labeled "CENTERLINE OF ROAD". Below this, the road is divided into three main sections: a 12' LANE on the left, a 12' LANE in the center, and a 19' AUTO PARKING area on the right. The road surface is shown with a 2% slope on both sides of the centerline. On the far left and right edges, there are labels for "FDOT TYPE 'D' CURB".

TYPICAL ROADWAY SECTION WITH PARKING



PLANNING DEPARTMENT STAFF REPORT TO THE CITY OF DELAND PLANNING BOARD December 14, 2022

A. APPLICATION NO.: Z22-171 Spring Garden Townhomes PD

APPLICANT: Mark Watts, Cobb Cole,
REQUEST: The applicant is requesting to amend the zoning
 From: C-2 (General Commercial)
 To: Spring Garden Townhomes PD

To change the zoning from C-2 to PUD for residential and commercial.

APPLICABLE ORDINANCES:

Article XII ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments and rezoning

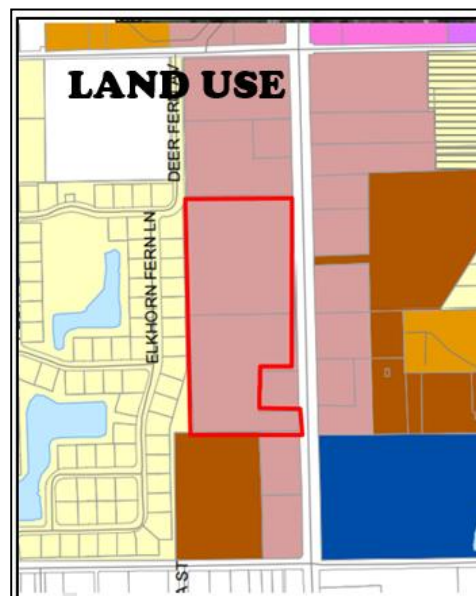
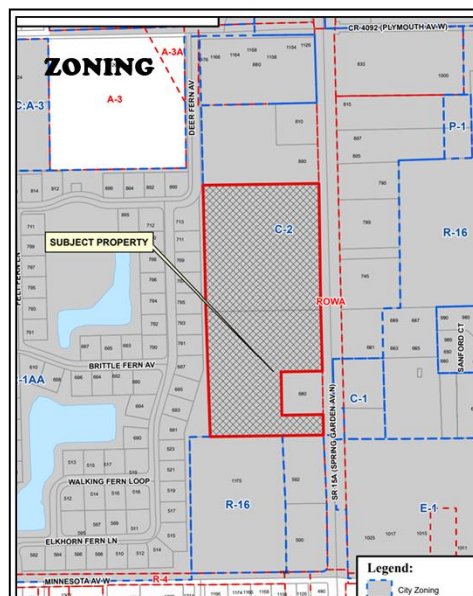
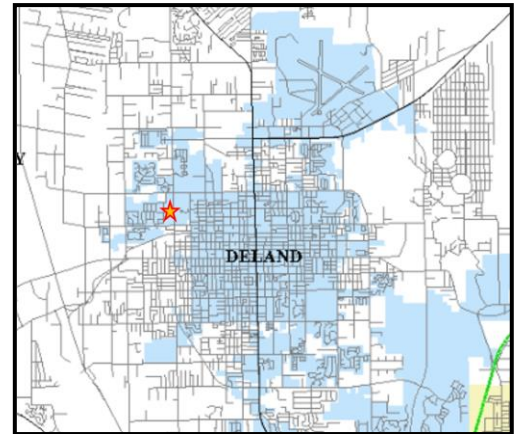
Location: N. Spring Garden Ave. (#700700000043)

Parcel Size: 14.74± acres
Existing Use: Undeveloped

B. ANALYSIS:

This is an application rezoning a 14.74 acre property that is to be developed as a mixed-use development with a 90-unit multi-family residential project and a separate 1.4-acre portion of the tract to be used for commercial development.

The site, located on the west side of the city limits, along Spring Garden Avenue south of Plymouth and north of Minnesota, is currently vacant, undeveloped and heavily vegetated. Surrounding uses include a single-family residential neighborhood to the west, commercially zoned property to the north and along the east side of Spring Garden and commercial and multi-family zoned property directly adjacent to the south. A commercial property, in use as an automobile repair shop, is located amongst the acreage to be rezoned.



Section 33-135 provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The Land use designation for this property is Highway Commercial. As outlined in the city's comprehensive plan, it is described as follows:

HIGHWAY COMMERCIAL DESIGNATION

Description: This land use designation includes office uses, service-oriented and commercial establishments which provide retail and related goods and services to local/sub-regional and regional markets. These types of centers include neighborhood convenience, neighborhood, community, and regional shopping centers. Maximum coverage of impervious surface is limited to 70% of the site. Although residential land uses may be included in this designation, such developments shall be limited to multiple family and manufactured housing developments. Single-family residential land uses are incompatible with this designation.

General Type of Development:

- o Multifamily residential development up to 16 DU/A
- o Office complexes
- o High schools
- o Neighborhood Convenience - goods which are needed immediately and often, and which are purchased where it is most convenient to the shopper. General characteristics include: 3,000 to 5,000 square feet; access to adjacent residential areas via sidewalk; and location may be part of existing multifamily structure.
- o Neighborhood Shopping Centers - a neighborhood shopping center is compatible with all types of residential development, recreation, and open space uses. The following descriptions present the general characteristics of small and typical neighborhood shopping centers.
 - Small Neighborhood Shopping Center. Major tenants include a variety or outlet store with a personal service or convenience store serving as an anchor. The travel time is up to three minutes, since the radius of the market area is approximately up to .5 mile and the gross leasable area is 5,000 to 30,000 square feet on 1/2 to 3 acres. The number of stores range from 2 to 5.
 - Typical Neighborhood Shopping Center. A supermarket or drug store serves as a major tenant with other stores serving convenience goods and personal service for the day-to-day living needs.
- o Community Shopping Center - the major tenant is a supermarket or junior department store, a major variety store, or a discount operation. Compatible land uses include banking, professional office, recreation, and in some instances, multifamily, where appropriate. Travel time to the center may be up to 20 minutes, with a market area of 3 to 5 miles. The average size is 100,000 to 300,000 square feet on 10 or more acres. The number of stores ranges from 15 to 40, or more.
- o Regional Shopping Center - the major tenant includes one or more major department stores of at least 100,000 square feet, providing items such as general merchandise, furniture, and home furnishings.

Compatible land uses include multifamily dwellings, office, motels/hotels, recreation, and vegetative buffer strips. The travel time to the center can be up to 30 minutes, with a market area of 8 miles or more. The average size ranges from 30 to 50 acres, with 300,000 to 1,000,000 square feet or more. The number of stores can range up to 80.

The existing zoning designation is described as follows:

C-2—General Commercial District

- (a) Statement of intent. The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.

The proposed zoning designation is generally described as follows:

Spring Garden Townhomes PD – Planned Development *(see attached PD agreement)*

33-17.22. *PD—Planned Development District.*

- (a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: section 33-32, Planned Development District and section 33-133, Review of Planned Development Plans.

A development agreement has been written to outline the unique zoning requirements by which the development will be constructed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

Lot & Bldg Reqmts.	C-2	Spring Garden Townhomes PD
Min. lot area	9,000 s.f.	1000 sq. ft.
Min. width	75 ft.	20 ft.
Setbacks		
Front	20 ft.	20 ft.
Rear	25 ft./10 ft.	10 ft.
Sides	25 ft./10 ft.	0 ft.
Side -street	20 ft.	n/a
Max density	16 upa	6.1 upa
Min. floor area		500 s.f.
Max. lot coverage	0	70% (imp)
Max. bldg height	80 ft.	45 ft.
Max. bldg. coverage	60/70%	0.2

2. Will the proposed rezoning have an impact upon the environment or natural resources?

Rezoning of the property will only amend the permitted uses of the property and not immediately impact the environment or natural resources. The site planning/platting process

will determine the impacts to the environment. The applicant has indicated that low impact development practices will be used in the development of the property to minimize any environmental impacts. The presence of any wildlife will be investigated so that any adverse impacts can be avoided.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will spur the site development of residential and commercial uses on the site which will impact the economy.

4. Will the proposed rezoning have an impact upon governmental services?

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action. This site is within the city's Utility Service Area and utilities will be readily available to the property.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The Spring Garden corridor is a state highway and serves primarily as a commercial corridor. There are uses permitted in the highway commercial land use that provide a transition of uses between the commercial uses and the single-family uses in the area. The rezoning of this property provides the opportunity to develop those transitional uses.

6. Was there a mistake in the original classification?

There is no mistake apparent in the classification of this property.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning will change the uses that are permitted on the site. Although there are several permitted uses included in the development agreement, including a few that are currently not permitted by the existing zoning, the current zoning designation allows more uses than what the proposed PD will permit as shown below:

C-2 Permitted uses	Spring Garden Townhomes PD Uses
Bakery, pastry, gourmet, coffee and specialty beverage shops (retail)	Permitted Uses within Commercial Area:
Beauty salons, barbershops and day spas	Bakery, pastry, gourmet, coffee and specialty beverage shops (retail).
Convenience stores without gas pumps	Beauty salons, barbershops and day spas.
Day care facilities, adult or child	Convenience stores without gas pumps.
Drugstores and pharmacies	Day care facilities, adult or child.
Dry cleaning and laundry, retail	Drugstores and pharmacies.
Financial Institutions	Dry cleaning and laundry.
Furniture, appliances—retail	Financial Institutions.
General/Professional Offices	Furniture, appliances retail.
Grocery	General/Professional Offices.
Home improvement store	Grocery.
Hospitals	Home improvement store.
Hotels or motels and associated accessory uses, including restaurant and conference facilities	Hospitals.
Laboratories, hospitals and clinics	Hotels or motels and associated accessory uses including restaurant and conference facilities.
Medical clinics over 5,000 square feet	Laboratories, hospitals and clinics.
Medical Office	Medical clinics.
Parks, mini and neighborhood	Medical office.
Restaurants including fast food and/or drive through facilities	Parks, mini and neighborhood.
Retail sales	Restaurants including fast food and/or drive through facilities.
Tailor shops and shoe repair	Retail sales.
Banquet facilities, Catering services	Tailor shops and shoe repair.
Bed and breakfast inn	Added/New uses
Boarding houses	Convenience stores with gas pumps.
Bowling alleys, billiard parlors, skating rinks and indoor recreation and amusement facilities and museums	Pet shops and pet grooming with no overnight boarding of animals.
Business colleges, professional or commercial schools	Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.
Churches, houses of worship and religious institutions with customary accessory educational and recreational uses	Virtual kitchen.
Commercial parking lot	Permitted Uses within Residential Area:
Convalescent, rest and nursing homes; institutions and homes for children, the aged and disabled	Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.
Copying, printing and lithography	Mini and neighborhood parks.
Dry cleaning and laundry, self-service	Multiple-family dwellings and duplexes.
Government and public land uses and buildings	Two-family dwellings and duplexes.
Greenhouses, nurseries and landscaping sales – retail	Prohibited Uses within Residential Area:
Mailbox and shipping shops	Lana/Florida room as an accessory structure.
Mortuary, funeral homes and crematoriums	
Museums	
Music, dance, gymnasium, art school or studio, excluding discotheques	
Nursing homes and adult congregate living facilities	
Organized physical activity center- predominately scheduled instruction	
Pest control and exterminating services	
Swimming pool sales, installation and service	
Theatres and assembly halls	
Upholstering and reupholstering	
Used materials, sales, thrift or pawn shops; not including junk yard	

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

City utilities are available for this property and new development is required to utilize the available water and water systems that are in place helping to maintain public health and the area is served by police and fire. The rezone request will not adversely impact health, safety or welfare. This request is not anticipated to adversely impact the area.

C. CONCLUSION:

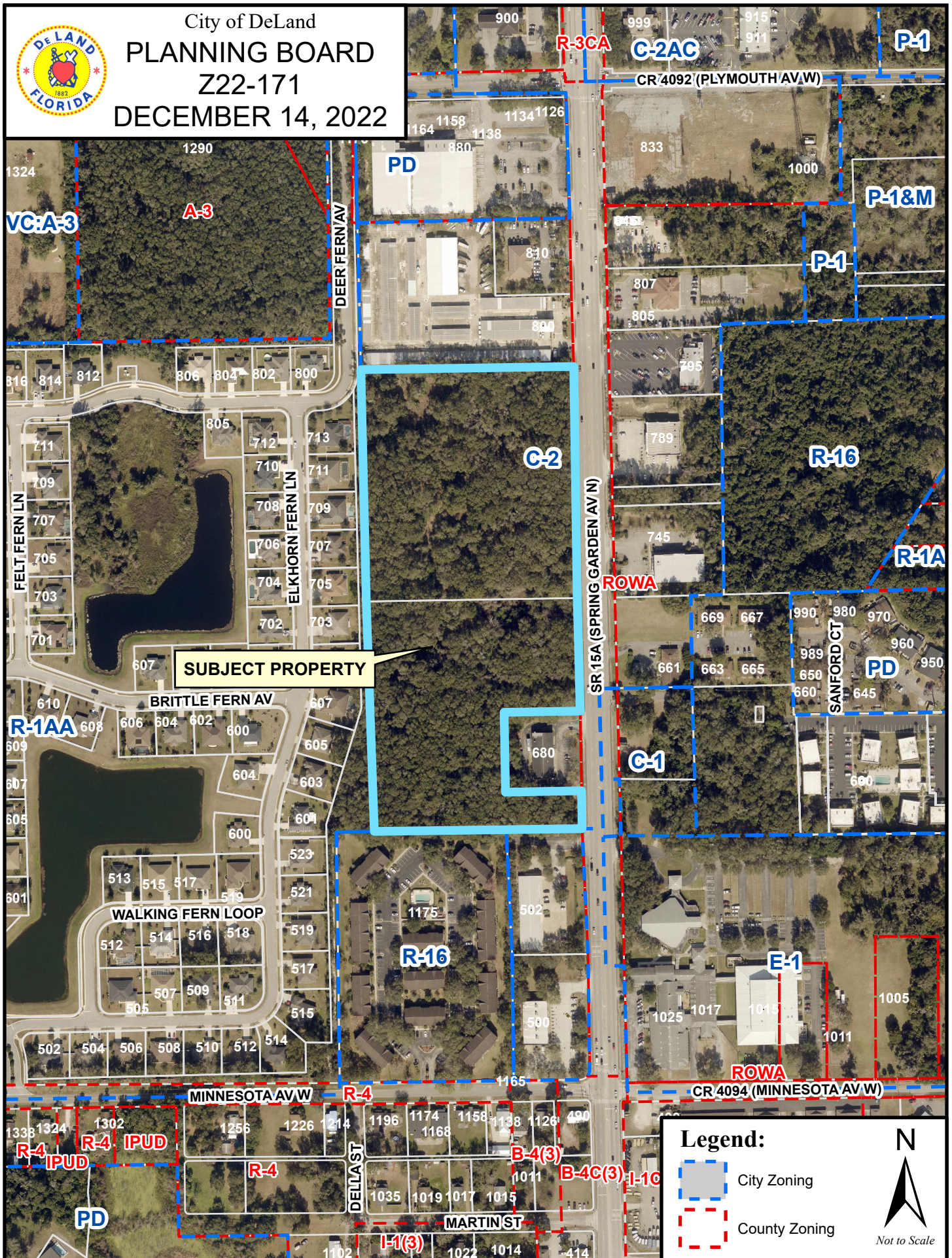
The land use designation of this property, Highway Commercial, permits neighborhood convenience, regional shopping centers as well as limited multi-family uses. The listed uses outlined within the development agreement align with these uses and the proposed use of the property is compatible with the intent of the land use designation.

D. STAFF RECOMMENDATION:

The TRC reviewed the project on October 20, 2022 and moved to forward the application to the Planning Board conditioned upon receipt of updated plans. Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request.



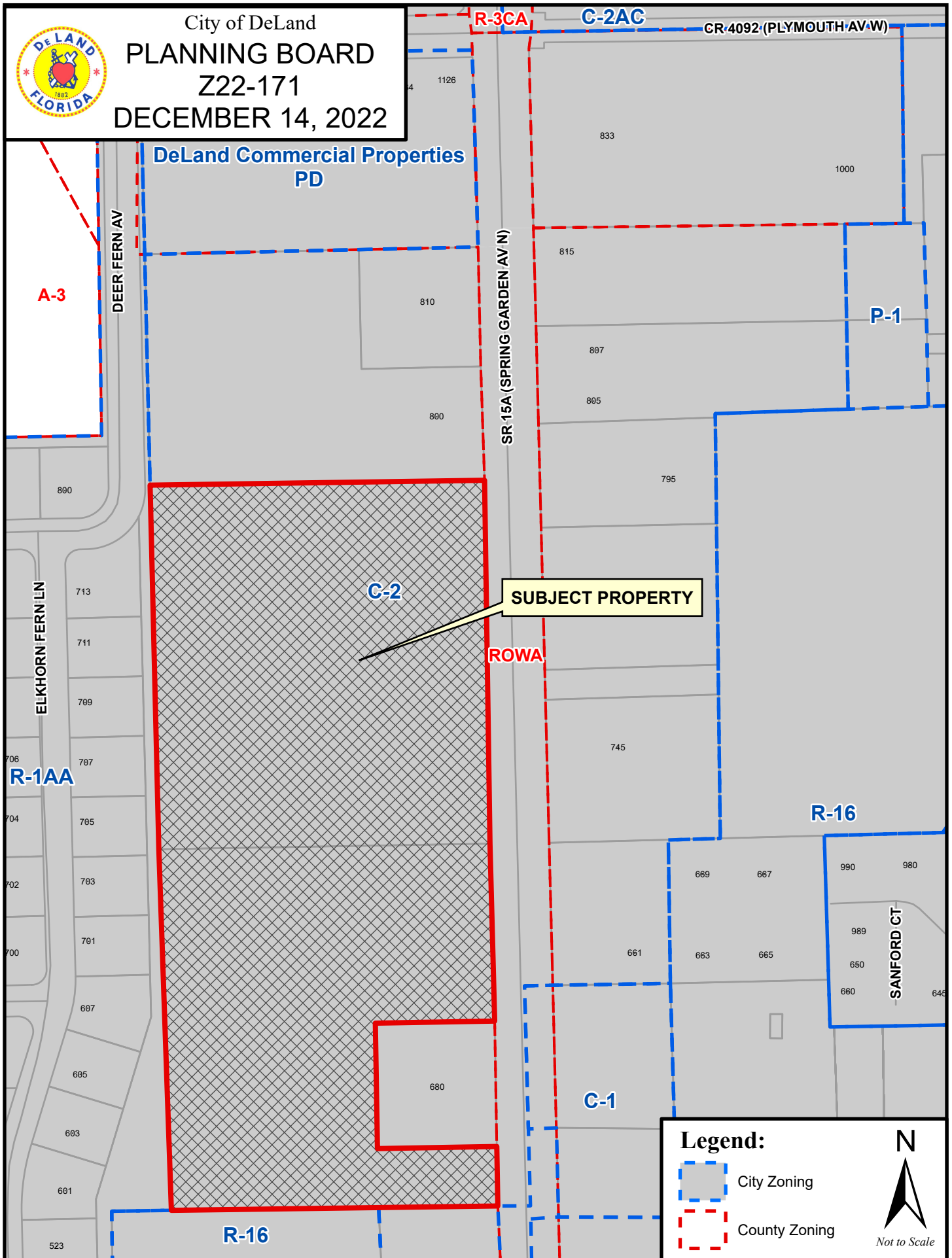
City of DeLand
PLANNING BOARD
Z22-171
DECEMBER 14, 2022





City of DeLand
PLANNING BOARD
Z22-171
DECEMBER 14, 2022

DeLand Commercial Properties
PD



CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Consideration re Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Utilities Administration Building.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Agreement, EXHIBIT A- UAB -EarlyGMP , EXHIBIT B - Plans and Specifications, EXHIBIT C - Sales Tax Exemption Procedure, Exhibit D - Performance and Payment Bonds, EXHIBIT E- INSURANCE REQUIREMENTS

APPROVED BY: Michael Grebosz, Asst. City Manager, March 2, 2023

SUMMARY/HIGHLIGHT:

The City issued RFP-22-02 and on March 17, 2022 received proposals for Construction Management Services – 2022 Public Services Department Campus Improvements. This request for proposal sought a construction management at risk (CMAR) procurement project delivery method to coordinate over \$90 million in campus improvements set to begin this year and run for the next three years.

On April 18, 2022 the Commission approved the recommendation of Wharton-Smith (WS) as the highest ranked respondent of the RFP. A contract was entered into for Pre-Construction Phase Services for the construction of the Utility Administration Building (UAB) as well as the Wiley M. Nash Reclamation Facility (WRF) Improvements. The structure of the aforementioned contract allowed for the City to move forward, after design was complete, with either the (UAB) or (WRF) Improvements, or both.

The proposed structure of the construction phase of the CMAR contract will be to issue two GMP's respectively for the WRF and the UAB. This will permit the purchase of long lead time items and performance of sub-surface geotechnical site preparation activities prior to full mobilization of the CMAR trade and sub-contractors.

The focus of this agenda item is the approval of Construction Phase services for the UAB only. Wharton- Smith has submitted their Early Guaranteed Maximum Price (GMP) for review and approval. The deliverable is attached to this request for Commission Action. This GMP, if approved, will be followed by a UAB Main GMP, which will include all final pricing, final schedule, site utilization and the remainder of the construction costs for this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Increase investment in Infrastructure, High Value Government

SUSTAINABILITY:

Energy efficient buildings and infrastructure, Natural resource protection and optimization

FISCAL IMPACT:

The early GMP for the UAB is \$2,304,129.00. There are funds available to cover this cost that are appropriated

in the FY 22 budget.

The City will apply for federal Building Resilient Infrastructure and Communities (BRIC) grant funding in the fall 2023 application cycle. Grant awards will be forthcoming in the spring of 2024. As per the presentation and programming in the most recent updated utility rate study, performed by Raftelis (January 2023), the overall funding for the UAB project will use current appropriations as well as a supplemental budget appropriation from the utility fund reserves once the main GMP for the UAB is finalized.

RECOMMENDATION:

Staff recommends that the City Commission approve the PSD 2023 Campus Improvements – CMAR Construction Phase Contract for the Utility Administration Building in the amount of \$2,304,129.00.

BACKGROUND/DISCUSSION:

The Public Service Department (PSD) is set to begin one of the most challenging years that will require management and procurement of the largest ever construction project in the City's history. The \$78 million Water Reclamation Plant Expansion Project (WRF) and the \$14.5 Million Utilities Administration Building (UAB) are both set to begin construction in 2023. With the high probability of overlapping construction schedules, limited construction support space at the PSD campus, supply chain challenges, and person power challenges looming, it places additional pressures and coordination on the construction crews and operational staff working on the same campus.

We continually look to streamline the procurement process and leverage the very best contractors with the most cost-effective high-quality final product that we can. Being the stewards of the Utility fund, we decided to combine the WRF and the UAB projects together under a general contractor. This contract will be a combined construction management at risk project (CMAR) using the utility construction division and commercial construction division of Wharton-Smith's construction management company.

The joining of these two impactful, important and transformational projects provides many positive opportunities. Some of these are; the utilization of sub-contractors to perform work on both projects (electrical, flat work, skill trades), the sharing of equipment and person power, the unified orchestration of space management at the PSD campus, significant reduction of the overall construction timelines, eliminate the duplication of bond, insurance, mobilization, and mobile office costs etc. The elimination of these duplicative costs would save upward of 5%+/- of the projected \$93 million combined project cost.

The CMAR process is a construction delivery method that has been around and generally used for commercial build projects consistently for 20+ years. Over the past 10 years this procurement process has also seen predominate use in the delivery of utility/waste/reclaim facilities. Additional benefits of the CMAR process is that the construction costs are calculated at 30%, 60% and 90% of design. Thus, allowing a calibration to project scope and budget before design is finalized. This is especially critical now noting the massive fluctuations in construction costs and material availability. The CMAR process also avails the purchase of critical equipment and early performance of long lead construction items ahead of the final design of the overall construction package.

Once selected, the successful CMAR contractor typically breaks up their services into two separate contracts; pre-construction services and construction services with a guaranteed maximum price (GMP). The pre-construction services acts as a constant value engineering process as well allows for changes to be made in the design that are related to material availability that will be very pertinent during the construction of the UAB.

**CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL
CONTRACTING SERVICES FOR CONSTRUCTION PHASE
SERVICES FOR THE
THE CITY OF DELAND
UTILITIES ADMINISTRATION BUILDING**

Between

THE CITY OF DELAND, FLORIDA

AND

WHARTON-SMITH, INC.

Contract No.

RFP No. 22-02

**CONTRACT FOR CONSTRUCTION MANAGEMENT
/GENERAL CONTRACTING SERVICES**

CONSTRUCTION PHASE SERVICES

This Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Utilities Administration Building by and between the City of DeLand, Florida, a body corporate and politic and a subdivision of the State of Florida, whose address is City of DeLand, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as the "City"), and Wharton-Smith, Inc., 750 Monroe Road, Sanford, Florida 32771, (hereinafter referred to as the "Construction Manager/General Contractor" or "CM/GC").

WHEREAS, the City issued a request for proposals, RFP 22-02, for a construction manager pursuant to and in accordance with the requirements of Section 255.103, Fla. Stat. and Section 287.055, Fla. Stat. and the City's purchasing guidelines; and

WHEREAS, as a result of the procurement process, the City selected the CM/GC and previously entered into a contract with the CMGC for the pre-construction phase services and entitled CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION and entered into on May 16, 2022 (hereinafter sometimes referred to as the "Pre-Construction Phase Contract" or "Part A"); and

WHEREAS, the Pre-Construction Phase Contract required the CM/GC to provide three guaranteed maximum prices – one to construct the Utility Administration Building, one to construct the Water Reclamation Plant upgrade and expansion, and one to construct both at the same time; and

WHEREAS, the CM/GC has finished its work under the Pre-Construction Phase Contract with respect to the design and pricing of the Utility Administration Building but continues its work under the Pre-Construction Phase Contract with respect to the Water Reclamation Plant upgrade and expansion; and

WHEREAS, the CM/GC has delivered its guaranteed maximum price for construction of the Utility Administration Building to the City and the City is ready to proceed with construction of the Utility Administration Building prior to awaiting the guaranteed maximum price for the Water Reclamation Plant upgrade and expansion. As such, the City and CM/GC have entered into this Contract which is for the construction phase services for the construction of the Utility Administration Building only; and

WHEREAS, the guaranteed maximum price, more particularly described herein and as set forth in the attached Exhibit A, is preliminary and accounts predominantly for the acquisition of items with a long lead times and it is necessary to begin the procurement process for those items now. As such, the CM/GC and the City intend to issue an addendum to this Contract in

order to update guaranteed maximum price, upon the CM/GC issuing the complete and final guaranteed maximum price and the City agreeing to same; and

WHEREAS, upon receipt of the guaranteed maximum price for the construction of the Water Reclamation Plant upgrade and expansion, should the City elect to construct same, then the City and the CM/GC will enter into a separate construction phase contract for the construction of the Water Reclamation Plant upgrade and expansion in accordance with the procurement that resulted from RFP 2022-02

WHEREAS, pursuant to this Contract the City's Utility Administration Building will be built in accordance with the construction Contract Documents prepared by the firms of Schenkel & Shultz, Inc. and its subconsultants (hereafter referred to as the "Architect/Engineer" or "A/E") and the construction of the City's Utility Administration Building being hereinafter referred to at times as the "Project"; and

WHEREAS, the CM/GC's scope of work will include all the construction work related to the entirety of the Project; and

WHEREAS, the CM/GC has proven expertise in efficiently managing construction operations and in high quality general contracting and shall be responsible for the organizing, directing and supervising of all construction activities required for the completion of the Project, including construction methods, direction of labor, procurement of materials except when procured by the City, Project site labor safety and loss prevention program and quality assurance and control programs; and

WHEREAS, it is determined that the execution of this Contract is beneficial to the people of the City of DeLand, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by CM/GC and City, the parties agree and stipulate as follows:

ARTICLE 1: DEFINITIONS; EXHIBITS; AND PURPOSE/INTENT

1.0 DEFINITIONS.

Amendment: An amendment to this Contract in writing approved by the City, approved by the City Commission, and signed by the Mayor and City Clerk and authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract Price or the time for completion issued after execution of this Contract.

Application for Progress Payment: The current estimate form furnished and certified by the contractor, construction manager, or general contractor which is to be used by the foregoing in requesting progress payments for work performed in the Project.

Architect: A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3). "Architect" shall be synonymous with "Architect/Engineer," and "A/E."

Architect/Engineer (A/E): The design professional identified in the contract documents and who is licensed and registered in the State of Florida and selected by the City to provide architectural and engineering services related to the Project. The terms "Architect" and "Architect/Engineer or A/E" means the architect/engineer or its authorized representative.

Bid Documents: The official forms on which the City requires formal bids to be prepared and submitted by the bidder.

Calendar day: Any day (as referenced in Section 5.0.1), including Saturdays, Sundays, and holidays, regardless of weather conditions.

Certificate of Substantial Completion: A document issued by the A/E notifying the City that the Work is substantially complete and the that the Project is ready for use and occupancy by the City.

Change Order: A written order signed by the City or its designated representative(s) as specified in the Contract Documents and the contractor authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or time.

City: Shall mean the City of DeLand (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status.

City Representative: Also known as the Owner's Representative who is the City's Public Services Director or other person designated by the City to review, approve and make decisions regarding the scope of work.

Construction Manager/General Contractor: The CM/GC designated in the opening paragraph of this Contract.

Contract: This Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Utilities Administration Building.

Contract Administrator: The Contracts Administrator for the Department of Public Services is responsible for addressing any concerns within this Contract.

Contract Bonds: The securities (performance and payment bonds) furnished by the

Contractor and the surety as a guarantee that the Contractor will fulfill the terms of the contract in accordance with the specifications, drawings and other contract documents.

Contract Documents: Contract documents shall include but are not limited to the following: (1) the contract known as "CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION" entered into by the City and CM/GC on May 16, 2022, (hereinafter referred to as "Part A"; (2) this Contract which represents the entire contract between the City and the CM/GC and supersedes all prior negotiations, representations or contracts; (3) Plans, Specifications, site plan, survey, soil & subsurface investigation and other related documents previously prepared by the A/E; (4) Guaranteed Maximum Price (GMP) identified as Exhibit "A"; (5) performance and payment bonds; (6) certificates of insurance; (7) Notice of Award and/or Notice to Proceed; (8) the conditions of this Contract (general, special, supplementary, and other; (9) drawings; (10) written interpretations; (11) change orders; (12) project manuals; (13) any modifications or amendments to this Contract issued after execution of this Contract; (14) sales tax procedures, identified as Exhibit "C" of this Contract, and any amendments to the foregoing.

Contract Price: The term Contract Price shall have the meaning set forth in Article 10.2.

Deliverable: The result(s) or end products or services of the Project that meet the defined design or construction specifications, warranties, and functional parameters articulated in this Contract.

Direct Labor and Personnel Costs: Those actual costs, exclusive of overhead and profit, reasonably and necessarily incurred and paid by the CM/GC in the performance of this Contract, from the date of the Notice to Proceed until the completion of the Project, for payroll payments made to its employees working on the Project site, as described and defined in Article 8 hereafter and subject to the provisions of Article 9.

Employee Benefits: Includes, without limitation, unemployment compensation contributions, social security taxes and other mandatory and customary contributions and fringe benefits, insofar as such costs are based on wages, salaries, or other remuneration normally and regularly paid by the CM/GC to its employees.

Fee: An amount equal to EIGHT PERCENT (8%) of the CM/GC's costs as more particularly set forth in this Contract, and as estimated in the Guaranteed Maximum Price, attached hereto as Exhibit A.

Final Completion: The point when the Project is fully complete as more particularly set forth in Article 2, Section 2.16.

Guaranteed Maximum Price: The maximum amount of money that the CM/GC will be paid for completion of the Work, unless adjusted in accordance with the terms of this Contract, and as specified in Exhibit A.

Modification: A written amendment to the Contract Documents approved by the City and signed by the CM/GC and the City or City's designated representative(s) (including the CM/GC and/or A/E) which includes but is not limited to the following:

- A. Amendment;
- B. Change Order;
- C. Field Order: A written clarification, interpretation, minor change or alteration issued by the CM/GC;
- D. Addenda: A document written by the CM/GC and approved by the City that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the A/E.

Notice to Proceed: The official letter from the City to the CM/GC establishing a date on which the Project will commence.

Owner Direct Purchase: The direct purchase of supplies and/or materials for use in public works contracts for the purpose of saving sales tax pursuant to State of Florida, Florida Administrative Code 12A-1.094.

Part A: The CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION and entered into on May 16, 2022.

Plans: The construction plans for the Work attached to this Contract at Exhibit B.

Project Budget: The detailed budget related to the cost of the Work and attached hereto with the guaranteed maximum price in Exhibit A.

Project Manager or City Project Manager: The City employee or designated City Representative (including the CM/GC) who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the City.

Project Safety Program: The program related to ensuring a safe workplace for the Project as required by Article 2, Section 2.10.

Project Schedule: A detailed schedule of the work to be performed in accordance with construction industry standards, expressed in a Gantt chart format or other format reasonably acceptable to the City.

Safety Engineer: The person designated by the CM/GC to be primarily responsible for the implementation and administration of the Project Safety Program.

Scope of Services/Work: The specifications and requirement governing the work or services to be performed under this Contract as may be further defined in Part A including responsibility for performing and complying with all incidental matters pertaining thereto.

Services: The professional and construction services to be performed as provided for under this Contract.

Shop Drawings: All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by the CM/GC, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.

Specifications: The document or scope of work that establishes the material and performance requirements of goods and services to be delivered to the City and which are attached hereto in Exhibit "B".

Subcontractor: A person other than a materialman or laborer who enters into a contract with the CM/GC for the performance of any part of this Contract.

Sub-subcontractor: A person other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.

Submittal Control Log: The log of all shop drawing submittals as required by Article 2, Section 2.12.1.

Submittal Schedule: The established schedule for the submission of Shop Drawings as required by Article 2, Section 2.12.

Substantial Completion: The point in the Work when the Project is ready for beneficial use and occupancy by the City, as more particularly set forth in Article 2, Section 2.14.

Trade Contractor: The person or entity qualified to perform work under this Contract including a Subcontractor, supplier, laborer or materialman that has a direct contract with the CM/GC to perform work in the Project.

Work: Any and all obligations, work, services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CM/GC under

the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

1.1 EXHIBITS.

1.1.1 The exhibits listed below are incorporated into and made a part of this Contract.

- 1.1.1.1** Exhibit "A" – Guaranteed Maximum Price (GMP)
- 1.1.1.2** Exhibit "B" – Plans, Specifications, Survey, Investigations
- 1.1.1.3** Exhibit "C" – Sales Tax Exemption Procedure
- 1.1.1.4** Exhibit "D" – Performance & Payment Bonds
- 1.1.1.5** Exhibit "E" – Insurance Requirements

1.1.2 This Contract shall not be superseded by any provisions of the Plans and Specifications and may be amended only by written instrument signed by both the City and the CM/GC.

1.1.3 The Contract Documents do not include proposal solicitation documents such as the Request for Qualification, advertisements or Addenda, the instructions to respondents or clarifications issued during the selection of the CM/GC, sample forms, CM/GC's proposal or portions of it, or any other documents, unless specifically enumerated and incorporated in this Contract.

1.1.4 The Contract Documents shall be signed in triplicate by the City and the CM/GC.

1.2 Purpose and Intent. The primary purpose of this Contract is to secure for the City the services of a firm that will organize, direct and manage the performance of all construction activities for the Project; contract directly with Trade Contractors and assume the customary contractual responsibilities of a general contractor; assume the financial responsibility of producing the Project within the Guaranteed Maximum Price ("GMP") and within the time constraints established and stipulated along with the GMP package submittal. Therefore, the CM/GC shall provide all traditional services and perform as a general contractor and, in addition thereto, shall provide services as a construction manager consistent with the requirements of this Contract.

1.2.1 The CM/GC covenants with the City to furnish its best skill and judgment in furthering the interests of the City. The CM/GC agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the City. To that end, the CM/GC will maintain adequate cost and schedule control systems and perform screening of Trade Contractors to assure a high quality of construction consistent with the requirements of the Contract Documents.

- 1.2.2** All permanent construction for the Project shall be performed under trade contracts between the CM/GC and its Trade Contractors. The procurement activity of the CM/GC should be such as to preclude any conflict of interest. If the CM/GC or any firm in which a principal, stockholder, member or owner of the CM/GC's firm has a financial interest desires to perform permanent construction work on the Project, the CM/GC must also obtain bids from other Trade Contractors for the same scope of work. The CM/GC may perform permanent construction work on the Project with its own employee's if CM/GC's performance of some portions of the Work will result in cost savings to the City, but only with the City's written approval.
- 1.2.3** The CM/GC shall post performance and payment bonds each in the amount of 100% of the Guaranteed Maximum Price, and on written "Notice to Proceed," shall immediately commence the performance of the services required in this Contract.
- 1.2.4** The CM/GC shall provide the insurance and bonding for the Project as required in Article 11 and shall be reimbursed the cost in accordance with Article 6, hereunder.
- 1.2.5** By executing this Contract, the CM/GC represents that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The CM/GC and each Trade Contractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:
- A. The location, conditions, layout and nature of the Project site and surrounding areas;
 - B. Anticipated labor supply and costs; and
 - C. Availability and cost of materials, tools, equipment, and other similar issues.
- 1.2.5.1** The City assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The CM/GC shall be solely responsible for providing a safe place for the performance of the Work and the City shall not be required to make any adjustment in either the agreed amount of the GMP or the Contract Time in connection with any failure by the CM/GC or any Trade Contractor to comply with the requirements of Paragraph 1.2.5, hereof.
- 1.2.6** This Contract between the City and the CM/GC is intended solely for the benefit of the City and the CM/GC and no other persons or entities. The services to be performed hereunder shall be performed by the CM/GC's own staff, and or its Trade Contractors, unless otherwise authorized by the City Representative. The employment of, contract with, or use of the services of any other person or firm by the CM/GC, as consultant or otherwise, shall be subject to the prior written

approval of the City Representative. Such approval shall not be construed as constituting an agreement between the City and any such person or firm.

- 1.2.7** In the event the parties hereto enter into a subsequent contract specifically modifying this Contract between City and CM/GC, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.
- 1.2.8** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.2.9** Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
- 1.2.10** Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.11** The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among Trade Contractors or in establishing the extent of Work to be performed by any one of them.
- 1.2.12** If CM/GC finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the A/E's attention, in writing, and request the A/E's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the CM/GC to the A/E in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:
 - A. Modifications to the Contract;
 - B. This Contract;
 - C. Addenda or Exhibits to this Contract;
 - D. Detailed (technical) Specifications;
 - E. Project plans (drawings);
 - F. Procedures for Advertising, Pre-Qualification, Bidding and Contract Award for Trade Contracts;
 - G. Bonds and Insurance
- 1.2.13** In the case of conflicts between drawings, or between provisions of the Specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions

are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.

- 1.2.14** In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the CM/GC shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the GMP, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

ARTICLE 2: CM/GC SERVICES

- 2.0 General Provisions.** The CM/GC shall supervise and direct the Work, using its best skill and attention. The CM/GC shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract including coordination of the work of all Trade Contractors.

- 2.0.1** Unless otherwise provided in the Contract Documents, the CM/GC shall furnish and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work. The GM/GC shall check all materials entering the Project site, including materials furnished under trade contracts, and labor performing any portion of the Work and shall keep full detailed accounts of such materials and labor.

- 2.0.2** All materials and equipment purchased by the City under an Owner Direct Purchase shall be F.O.B. Destination to the location of the Project or the specified site on a purchase order issued by the City.

- 2.0.3** Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned, started up and conditioned in accordance with manufacturers' recommendations. Likewise, materials and equipment shall be stored in accordance with manufacturers' recommendations, or in such a manner as to insure the preservation of their quality and fitness for incorporation in the Work. When considered necessary by the A/E, such materials and equipment shall be placed on wooden platforms or other elevated surfaces, and/or shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

- 2.0.4** The CM/GC shall comply with the provisions of Section 255.20(3), Florida Statutes, concerning the purchase of timber products. All lumber, timber and other forest products used in the Project shall be produced and manufactured in Florida if such products are available without delaying construction and provided that price, fitness and quality of such Florida products are equal to out-of-state products.

- 2.0.5** Manage, schedule and direct the Work including the activity of Trade Contractors and coordinate the performance of the Work, such as to complete the Project in accordance with City's objectives of cost, timeliness and quality.
- 2.0.6** The CM/GC shall not be relieved from its obligations to perform the Work in strict accordance with the Contract Documents either by the activities or duties of the City or its representatives, or by inspections, tests or approvals required or performed by persons other than the CM/GC, unless such deviation shall have been approved by the City in writing.
- 2.0.7** The City reserves the right to award separate contracts in conjunction with the Work. The CM/GC shall cooperate with such separate contractors employed by the City so that their work may be completed expeditiously and within normal working hours. The CM/GC shall afford such separate contractors reasonable opportunity for the receipt, transportation and storage of their materials and equipment at their work site and for the execution of their work, and shall properly connect and coordinate its work with theirs. City's separate contractors shall conform to CM/GC's Project Schedule and not delay the work of CM/GC's Trade Contractors or the final completion of the Project. The CM/GC shall not be responsible for actions or delays occasioned by City's separate contractors or for coordinating, directing or supervising them or their work.
- 2.0.8** If any part of CM/GC's work depends upon the work performed by the City's separate contractors, the CM/GC shall carefully inspect such work and before beginning the CM/GC's part of the work, promptly report to the City any apparent discrepancies or defects that render the City's separate contractor's work unsuitable to receive CM/GC's work. The City shall take the appropriate corrective action.
- 2.0.9** The CM/GC shall not endanger the work of City's separate contractors by cutting, excavating, or otherwise altering their work, and shall not cut or alter their work without the written approval of the City.
- 2.1 CM/GC's Project Site Organization.** The CM/GC shall maintain a competent full-time staff at the Project site to coordinate and direct the Work and the progress of the Trade Contractors on the Project. The CM/GC shall identify an on-site senior staff member (Project Manager) to represent the CM/GC on a daily basis with authority to negotiate Change Orders and Field Orders on behalf of the CM/GC so as not to delay the progress of the Work. The Project Manager shall represent the CM/GC and all communications given to the CM/GC's Project Manager shall be as binding as if given to CM/GC. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- 2.1.1 Key Management Personnel.** All of CM/GC's on-site management and supervisory personnel shall be approved by the City prior to assignment to the Project and shall not be removed or replaced without City's consent. The City shall

have the right to direct the CM/GC to remove or replace any on-site personnel whose performance becomes unsatisfactory to the City. In such event the CM/GC shall promptly replace such personnel.

2.1.2 Superintendence. The CM/GC shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. It shall be the responsibility of the Project Manager and Project Superintendent to coordinate the work of all Trade Contractors under contract with the CM/GC.

2.1.3 Labor Relations. Develop, implement and administer as necessary an effective labor relations program for the Project in order to avoid labor disputes during performance of the Contract.

2.1.4 The CM/GC shall at all times enforce strict discipline and good order among its employees and all Trade Contractors under direct or indirect contract with the CM/GC and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person.

2.1.5 The CM/GC shall be responsible to the City for the acts and omissions of its employees, Trade Contractors and their agents and employees, and other persons performing any of the Work under a direct or indirect contract with the CM/GC.

2.2 Obtaining Competitive Bids. Conduct the selection of qualified bidders in strict accordance with the approved qualification requirements provided in Exhibit "A" attached hereto. The CM/GC shall endeavor to achieve maximum competition among qualified bidders in order to obtain the most reasonable price for acceptable work. Using its best business skills, the CM/GC shall develop Trade Contractors' interest in the Project by publicizing the invitation for bids through distribution to reputable local Trade Contractors and suppliers, posting in public places, advertising in newspapers and trade journals, and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit their qualifications. In close collaboration with the City's Representative's schedule, conduct pre-bid conferences to inform prospective bidders of the requirements of the Contract Documents, provide clarifications and answer questions as necessary. The specific requirements of compliance with all applicable laws relating to working on public construction projects shall be fully explained and emphasized at the pre-bid conference. The CM/GC may require bidders to submit bid bonds and evidence of bonding capacity, as well as meet specified qualifications as prerequisite to bidding on the Work. However, unnecessarily restrictive requirements which might unduly limit the number of bidders shall be avoided. Specific instructions stating clearly whether bonding is required or not shall be included with each bid package.

2.2.1 Should the City have objections to awarding a contract to any pre-qualified Trade Contractor or supplier, the City shall timely notify the CM/GC upon review of the

pre-qualified bidders list. The CM/GC shall not solicit a bid proposal from a bidder so rejected.

2.2.2 Solicit competitive bids on appropriate bidding packages from qualified Trade Contractors. Analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City a bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work. Review the scope of work in detail with apparent qualified low bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the City for award of trade contracts. Award and execute trade contracts with the successful bidders. Provide to the City, copies of fully executed trade contracts, insurance certificates and bonds as required in Article 4.

2.3 Project Control System. Establish on-site organization and lines of authority in order to carry out the overall intent of this Contract. Activate the Management Control System (MCS) as provided in Part A, Article 3, Section 3.10.

2.3.1 Establish procedures for administration of the Work to be performed under the Contract and coordination of construction activities with other separate contractors that may perform work for the City adjacent to the Project site. Incorporate such procedures into a project document and distribute to the City and all persons designated by the City. The manual shall include, at least, the following data:

- 2.3.1.1** Directory of Personnel;
- 2.3.1.2** Security Requirements and Procedures;
- 2.3.1.3** Correspondence Requirements;
- 2.3.1.4** Reports and Records Requirements;
- 2.3.1.5** Inspection Procedures;
- 2.3.1.6** Shop Drawing Submittal Procedures;
- 2.3.1.7** Testing Laboratories Procedures;
- 2.3.1.8** Contract Changes Procedures;
- 2.3.1.9** Extensions of Time;
- 2.3.1.10** Progress Payments Procedures;

2.3.1.11 Final Acceptance Procedures;

2.3.1.12 Miscellaneous Instructions.

- 2.3.2** Schedule and conduct progress meetings with Trade Contractors bi-weekly, or more frequently if requested by the City, to review such matters as job procedures, construction progress, schedule, shop drawing status and other matters as necessary. Provide prior notice to the City of all such meetings and prepare and distribute minutes. Provide a detailed monthly reports of the progress and the current costs of the Work compared to the Budget ("Monthly Progress Report"). Conduct monthly progress meetings with the City. Attend other meetings with the City as requested by the City.
- 2.3.3** Review the Project Schedule with the Trade Contractors and, if necessary, expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Provide regular monitoring and updating of the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable milestone dates. Review schedule for work not started or incomplete and take appropriate measures and action to meet the scheduled milestone dates. Provide summary reports of each monitoring and document all changes. Regular schedule updates and reporting shall be included as part of the Monthly Progress Report required under Paragraph 2.3.2. Display the current Project Schedule in the on-site office for review at progress meetings.
- 2.3.4** Determine the adequacy of the Trade Contractors' labor force and equipment and the availability of materials and supplies to meet the Project Schedule. Take necessary corrective actions when these requirements are not being met by any Trade Contractor and advise the City of same.
- 2.3.5** Give all notices required by and exercise best efforts to ensure that all Work is performed and constructed so that it complies with the applicable laws and ordinances, the Plans and Specifications, requirements of regulatory agencies having jurisdiction on the Project including, without limitation, the requirements of the National Fire Prevention Association (NFPA), the State Fire Marshall, and the Occupational Safety and Health Administration (OSHA), and all codes governing public buildings, without, however, assuming any of the A/E's responsibilities for design in accordance therewith. The CM/GC shall be responsible for performing all Work so that it is satisfactory to the regulatory agencies required to inspect and approve the Work. It is not the responsibility of CM/GC to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations unless such laws, statutes, building codes and regulations bear upon the performance of the Work by the CM/GC. However, should the CM/GC become aware of any conflicts, inconsistencies, or omissions in the Plans and Specifications which might result in work inconsistent with the requirements of such regulatory agencies, the CM/GC shall, at once, notify the City and request its

written instruction and interpretation of the Plans and Specifications. If the CM/GC performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City's Representative, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

2.3.6 Use the Project site only for purposes necessary to the performance of this Contract. Confine any equipment, apparatus, materials and operations within reasonable limits designated or allowed by City and refrain from unnecessarily encumbering the Project site with materials. If the GMP provides for City-furnished-contractor-installed ("CFCI") materials or equipment, whenever such CFCI materials and equipment are shipped to the Project site, the CM/GC shall notify the City and shall be responsible for the acceptance, proper storage, and incorporation into the Work of such CFCI material and equipment.

2.3.7 Supervise and evaluate the work of Trade Contractors for determination of defects and deficiencies and promptly report to the City any observed deficiencies or defects and implement the corrective actions directed by the A/E. Facilitate separate inspections by regulatory agencies. Provide to the City suitable access to observe the Work. If any portion of the Work is covered, the City may direct in writing that CM/GC uncover that portion of the Work so that the A/E may inspect or observe that portion of the Work. If that portion of the Work which is uncovered is not defective and is in accordance with the Plans and Specifications, the cost of uncovering that portion of the Work, repairing any portion of the Work damaged thereby, and recovering that portion of the Work shall cause the Guaranteed Maximum Price to be increased in accordance with Article 7, Paragraph 7.0.2. If any portion of the Work uncovered is defective or is not in accordance with the Plans and Specifications, then the cost of repairing the defective work, uncovering and recovering such portion of the Work and the cost of repairing any portion of Work damaged thereby shall be the responsibility of the CM/GC. If a portion of the Work is covered contrary to the City's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City, be uncovered for the City's observation, repaired if necessary, and be recovered at the CM/GC's expense and without change in the Contract Time.

2.4 Physical Construction. Provide all supervision, labor, materials, construction equipment, tools and subcontract items which are necessary for the completion of the Work which are not provided by the Trade Contractors. To the extent that the CM/GC performs any portion of the Work with its own forces, it shall, with respect to such work, perform in accordance with the Contract Documents and all requirements of this Contract shall apply as if it were a Trade Contractor for that portion of the Work.

2.4.1 Make provisions for all temporary facilities, equipment and services which are necessary for the performance of the Work or which are required by the Trade Contractors for performing the Work in compliance with the Contract Documents, and remove such facilities and terminate such services upon the completion of the Project.

- 2.4.2** Furnish and install construction signs advertising the Project as directed and approved by the City prior to their installation. Allow no other signs to be displayed on the Project site, except as approved by the City.
- 2.4.3** Keep the Project site clear and clean during construction, including the removal of all waste materials, rubbish, tools, scaffolding, and surplus materials and equipment from the Project site. Comply with all applicable Federal, State and local laws, regulations, ordinances, codes and standards concerning environmental control during construction, including reduction of air pollution, dust and noise control, containment of chemical vapors, control of engine exhaust gases, control of smoke, reduction of water pollution by control of sanitary facilities, proper storage of fuels and other potential contaminants and prevention of siltation and land erosion. Maintain streets and sidewalks around the Project Site in a clean condition. Remove all spillage and tracking arising from the performance of the Work from such areas, and establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas.
- 2.4.4** Ascertain any restrictive traffic conditions and comply with reasonable requests of the City in the use and operation of trucks and equipment on the Project site. Protect existing curbs, walks or other improvements from damage by heavy equipment.
- 2.4.5** Submit to the City a proposed site logistics plan that incorporates the intended use of the site for construction activities including, storage, construction parking as well as a plan for re-location of displaced City employee parking.
- 2.5 Cost Control.** Develop and maintain an effective system of Project cost control which is satisfactory to the City. Revise and update the Project Budget as approved changes occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted costs and advise the City whenever projected costs exceed budgets. Cost control reports shall be included as part of the Monthly Progress Report required in Paragraph 2.3.2 hereof.
- 2.5.1** The CM/GC shall maintain a system of accounting consistent with generally accepted accounting principles regulations. The CM/GC shall preserve all accounting records for a period of five (5) years after final acceptance of the Work. The City shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final acceptance of the Work.
- 2.6 Discounts/Sales Tax Exemption.** All discounts for prompt payment shall accrue to the City to the extent the Cost of Work is paid directly by the City or from a fund made available by the City to the CM/GC for such payments. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the City.

2.6.1 The CM/GC agrees to arrange for purchase of materials and other items subject to the State sales tax through City of DeLand to save, where practicable, the payment of sales taxes. The CM/GC will establish a procedure with the City for such purchase. In the event the City does not execute the appropriate documents submitted by the CM/GC within fifteen (15) days after receipt of same, the CM/GC may, in its sole discretion, order such materials irrespective of loss of cost savings due to the payment of State sales tax. It is the intent of these provisions to implement the cost savings afforded by the sales tax exemption without delay of the Work and that the CM/GC retain complete control of the Project Schedule. The CM/GC shall not be entitled to a time extension in the event that delay is occasioned by the City's direct purchase of materials.

2.7 Change Orders. Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the A/E's responsibilities for design, recommend necessary or desirable changes to the City and A/E, review all proposed changes and submit recommendations to the City.

2.7.1 When requested by the City, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the City, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.8 Payments to Trade Contractors. Develop and implement a procedure mutually acceptable to the City for the review, processing and payment of Trade Contractors' applications for progress and final payments consistent with Article 10.

2.8.1 Trade Contractor's Payment of Subcontractors. The CM/GC shall require all Trade Contractors to save and hold the City harmless from any and all claims or actions by Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by a Trade Contractor or by a Subcontractor for Work performed under this Contract.

2.8.2 Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractor of CM/GC or Sub-subcontractor of Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor or a Sub-subcontractor of a Subcontractor for amounts owed by CM/GC to Subcontractor for Work performed under this Contract

2.9 Permits and Fees. The CM/GC shall obtain all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained directly by the Trade Contractors. The CM/GC shall obtain approvals from all the authorities having jurisdiction over the Project or the completed facilities. Certificates of inspection, use and occupancy shall be delivered to the City upon

completion of the Work in sufficient time for occupation of the Project by the scheduled completion date.

2.10 Project Safety Program. The CM/GC shall be responsible for initiating, maintaining and supervising effective safety programs and shall require similar programs of the Trade Contractors. The current OSHA guidelines shall serve as the basis for the Project Safety Program.

2.10.1 Designate a qualified member of the Project site organization as the Safety Engineer. The Safety Engineer's duties shall include development of the means and procedures to prevent accidents and injury to persons or damage to property and to administer the Project Safety Program.

2.10.2 Comply with all applicable provisions of Federal, State and local laws relating to labor safety.

2.10.3 Promptly notify the City in writing upon receiving notice of filing of any charge of non-compliance with OSHA or upon receiving notification that a Federal or State Inspector shall visit the Project site.

2.10.4 Inform all employees of applicable safety and security rules and of all related procedures, before beginning work on the Project.

2.10.5 At progress meetings with Trade Contractors conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available for review by the City, on request.

2.10.6 Require Trade Contractors to make provisions for all planking, bridges, bracing, shoring, sheet piling, lights and warning signs necessary for the protection of streets, adjacent property and persons. Do not permit Trade Contractors to excessively load any structure. Protect the completed segments of the Work, stored materials and equipment, City's property, all completed Work with delicate finishes, and adjacent property from loss or damage. Require Trade Contractors to use all recognized safety procedures and techniques to protect life and property during energizing and de-energizing of all electrical equipment. Coordinate and schedule required inspections so as not to interfere with the progress of the Work.

2.10.7 Make provisions for Project security to protect the Project site and materials stored on-site against theft, vandalism, fire and accidents etc., as required by Project site conditions. Mobile equipment and operable equipment stationed at the Project site and hazardous parts of new construction subject to mischief shall be locked or otherwise made inaccessible, inoperable or protected when unattended.

2.10.8 In the event of accidents involving personal injury or property damage, immediately notify the City Project Manager and furnish as much data as is available. As soon

as practicable, but not later than forty-eight (48) hours, submit a report to the City in writing regarding the extent of damage or injury, the persons involved and their employers, the number of days persons are hospitalized, and any other pertinent information required by the City. Require similar information from the Trade Contractors.

- 2.11 Document Interpretation.** Execution of this Contract by the CM/GC shall be an acknowledgment that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Plans, the Specifications, and all addenda are sufficient to enable the CM/GC to perform the Work outlined in those documents in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. If the CM/GC performs any portion of the Work knowing that any of the Contract Documents contain a recognized error, inconsistency or omission, the CM/GC shall be responsible for such performance and shall bear the cost for correction of such performance.

2.11.1 CM/GC shall compare and check the field conditions, dimensions, elevations, lines, grades and other data indicated on the Plans and Specifications with the actual field conditions, dimensions, elevations, lines and grades. Promptly bring any observed conflicts, discrepancies or hidden conditions to the attention of the A/E and obtain the City's written instruction before proceeding with the portion of the Work affected. Make necessary provisions in the trade contracts requiring actual verifications of field dimensions, elevations, lines and grades as a requirement of shop drawing submission.

- 2.12 Shop Drawings and Samples.** In collaboration with the A/E, CM/GC shall establish and implement procedures for tracking and expediting the processing and approval of Shop Drawings and samples. Prior to commencement of the Work, a conference will be held to review the Project Schedule, establish the Submittal Schedule for samples, Shop Drawings and other submittals and to establish a working understanding and cooperation between the parties.

2.12.1 Prepare and review with the Architect/Engineer a submittal control log or schedule identifying all submittals and Shop Drawings anticipated or required from Trade Contractors and Project suppliers and indicating the dates required for submission to maintain the Project Schedule. The Submittal Control Log shall contain the date submitted to the Architect, the date received from the Architect, the date resubmitted to the Architect and the date received from the Architect. Said log shall consecutively number all submittals regardless of nature for future tracking and revisions noted by letter designation.

2.12.2 Identify any submittals requiring expedited submission and review by the Trade Contractors and Architect/Engineer, respectively. Provide regular updating of the Submittal Control Log or Submittal Schedule for review at progress meetings.

2.12.3 Require the Trade Contractors to provide such identification data and supporting documentation on Shop Drawings as may be reasonably required by the Architect/Engineer.

2.12.4 Review all Shop Drawings for conformance to the Plans and Specifications and return to the Trade Contractors, for correction and resubmittal, any Shop Drawings or submittals not consistent with the Plans and Specifications. If Shop Drawings show variations from Contract Documents, whether due to standard shop practice or other reasons, CM/GC shall make specific mention of such variation in its submittal letter. Acceptance of any such variations require the express written approval of the A/E, and neither the stamp "Approved" nor the stamp "Approved as Noted" shall constitute written approval of such variation unless CM/GC made specific mention of the variation in its submittal letter. The A/E shall, within fifteen (15) days after receipt of same, review Shop Drawings and samples and return to CM/GC the Shop Drawings stamped "Approved", "Approved as Noted", "Revise as Noted", "Rejected," or "Resubmit." Shop Drawings stamped "Rejected" or "Resubmit", and unacceptable samples shall be returned to CM/GC for correction and resubmission. CM/GC shall correct and resubmit Shop Drawings and samples, as necessary and as required by the Architect/Engineer. CM/GC shall retain on the Project site the originals of all approved Shop Drawings.

2.12.5 Nothing in the A/E's review of Shop Drawings and samples shall be construed as authorizing additional work and/or increase of the Cost of Work, which authorization may only be granted by issuance of Change Orders. The A/E's review does not relieve the CM/GC or its Trade Contractors of the responsibility for strict adherence to the requirements of the Plans and Specifications, nor for errors, omissions or deficiencies in Shop Drawings or samples or in the performance of the Work, excluding design errors and omissions or design deficiencies for which the Architect/Engineer is responsible.

2.12.6 Begin no fabrication of materials and permit no work to be installed unless applicable submittals have been stamped "Approved" or "Approved as Noted" by the Architect/Engineer.

2.12.7 Prepare Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.13 Reports and Project Site Documents. Record the progress of the Project. Submit written Monthly Progress Reports to the City including information on the Trade Contractors' work, percentage of Work completed, current Project Budget (the "GMP Status"), schedule update and various reports showing current estimated cost to complete, and other data as required by the City. Keep a daily log available to the City. Record information related to the daily construction activity as required and approved by the City.

2.13.1 Maintain at the Project site, on a current basis: copies of all trade contracts, set of plans with latest revisions, samples, purchasing documents for materials and equipment, maintenance and operating manuals and instructions and any other construction related documents. Obtain data from Trade Contractors and maintain a current set of Record Drawings (as defined below and also referred to as "As-Built" Drawings) recording all deviations from the approved Plans and Specifications as they occur, to clearly depict how the Work was actually performed, signed by the CM/GC, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters. Pay particular attention to the accurate recording of concealed electrical and mechanical work. Include necessary descriptions, plans, photographs, sketches, marked prints and similar data. Require similar information to be maintained by the Trade Contractors. Maintain such records at the Project site and keep current as the Work progresses. Make all records and related data available for regular review by the A/E. At the completion of the Project, submit all such record documents to the City in a format acceptable to the City. The CM/GC may retain copies thereof for its files.

2.13.2 All plans, specifications, computations, sketches, test data, survey results, photographs, renderings and other material relating to the Work, whether furnished to or prepared by the CM/GC, shall remain the property of the City. The CM/GC may retain copies thereof for its files.

2.14 Substantial Completion. When the CM/GC considers the Work or designated portions thereof to be substantially complete and ready for beneficial occupancy, provide written notice to the City and A/E that the Work is ready for inspection, and prepare for the City a list of incomplete or unsatisfactory items and a schedule for their completion. Failure to include an item on such list does not alter the responsibility of the CM/GC to complete all Work in accordance with the Contract Documents. Before providing written notice to the A/E, and the City that the Work is ready for inspection, the CM/GC shall obtain all certificates of occupancy that may be required prior to occupancy, and any specialty certificates from the Trade Contractors or any other approvals and acceptance required by the Federal or State Government or other authority or governmental agency having jurisdiction. Within ten (10) days of receipt of the CM/GC's request for inspection, the A/E shall commence the Substantial Completion inspection and complete it expeditiously. Should the A/E find the work to be satisfactory, the A/E shall issue a Certificate of Substantial Completion along with a punch list of incomplete and/or incorrect work items.

2.14.1 The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the scheduled time for completing the entire Work or such portions of the Work may have not, yet, expired and providing that such actions of the City do not delay the overall completion of the Work. However, such use and occupancy of facilities shall not be deemed to be an acceptance by the City of any work not executed in accordance with the Contract Documents. Provided, however, such partial

occupancy or use by the City shall be subject to the consent of CM/GC's insurer and surety and shall be authorized by public authorities having jurisdiction over the Work; provided further, such partial occupancy or use may not commence until the City and the CM/GC have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damages to the Work and insurance and have agreed in writing concerning the period for correction of the Work and commencement of warranties required hereunder. Consent of the CM/GC to partial occupancy and use shall not be unreasonably withheld. Immediately prior to such partial occupancy and use, the City, the CM/GC, and the A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

2.14.2 In the absence of a Certificate of Substantial Completion issued by the A/E, no portion of the Work shall be subject to the activation of CM/GC's bonded one (1) year guaranty on workmanship and materials, as provided in Section 2.17, despite the fact that the building may be partially utilized. Where mechanical equipment is used prior to final inspection, the City shall perform routine maintenance and furnish those supplies that normally wear out in use, such as seals, packing, lubricants, etc. However, any major failure or breakdown of equipment not attributable to lack of maintenance or improper use or abuse of the equipment by the City shall be made good by the CM/GC under the terms of the Contract Warranty, manufacturers' warranties, bonds, or other such instruments of guaranty.

2.14.3 Prior to City's occupancy of any portion of the facilities, arrange for final cleaning and operational readiness of the designated areas of the Work, to the satisfaction of the City.

2.15 Start-Up. Prior to the issuance of the Certificate of Substantial Completion, the CM/GC with its Trade Contractors shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all items of mechanical and electrical systems. In the presence of City's maintenance personnel and the City, direct the readiness checkout of utilities, systems and equipment.

2.15.1 The CM/GC and manufacturer representatives, as necessary, shall provide free full instruction to City's maintenance personnel in: (i) the proper use of the installed equipment; (ii) the proper methods of cleaning and maintaining all of the finished surfaces; and (iii) the proper methods of replacement of the consumable items such as filters, light bulbs, washers, etc.

2.16 Final Completion. When the CM/GC considers the Work to be finally complete, including all punch list items, it shall provide written notice to the City that the Work is ready for final inspection. The City and the A/E shall conduct a final inspection and either certify to the CM/GC that the Work is finally complete, or notify the CM/GC in writing of any deficiencies or Work left to complete or correct. Upon final completion, but prior to final payment being due to the CM/GC, the CM/GC shall secure and transmit to the City and A/E all required

guarantees, affidavits, releases, bonds and waivers, and turn over to the City all keys, manuals, record plans and maintenance stocks.

2.16.1 After the A/E has executed the Certificate of Substantial Completion, the CM/GC shall submit to the City, in addition to affidavits and other documents as required by the Contract, the following items:

2.16.1.1. Validated warranties and notarized copies of all guarantees for equipment and materials as required herein.

2.16.1.2. Copies of all approved Shop Drawings or installation diagrams and three (3) copies of all brochures, manuals, etc., of all equipment as offered by the manufacturers.

2.16.1.3. List of all Trade Contractors and major suppliers (shall include address, telephone number and name of individual to contact regarding this Project).

2.16.1.4. Record Drawings ("As-Built" drawings) of the completed Project. The CM/GC shall acquire Mylar reproducible of the original Contract Plans, upon which it shall cause to be recorded changes from the original Contract Documents.

2.16.1.5. Three (3) copies of an operating manual for the Project, assembled and bound, presenting full details for care and maintenance of all equipment incorporated in the Work, including literature relating to items such as motors, wiring diagrams, instruction sheets and other information pertaining to equipment operation and maintenance.

2.16.2 These items shall be packaged in a suitable metal file box, supplied for the Project as approved by the City Representative, and shall be properly indexed. Individual submission of these items shall not be accepted. In addition to the physical submission of the items above, the CM/GC shall arrange to have electronic files of same transmitted to the City.

2.17 Contract Warranty. The CM/GC warrants that all materials and equipment included in the Work are new, unless otherwise specified, and that all the Work is of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. The CM/GC further agrees to correct any portion of the Work defective in material or workmanship for a period of one (1) year from the date of the Project Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the technical sections of the Project Specifications. The CM/GC shall collect and deliver to the City in a manner acceptable to the City any specific written warranties given by manufacturers or required by the Contract Documents and as required in Paragraph 2.16.1, above, which warranties shall bear a date of commencement and

stating the period of warranty as required by the Contract Documents. The CM/GC is responsible for the warranty of all Work, whether furnished by the CM/GC, a Trade Contractor, or other person or entity furnishing a portion of the Work.

2.17.1 During the warranty period, if the CM/GC is unable or unwilling to respond immediately to make emergency repairs, under conditions which the City may determine to be an emergency situation, the City reserves the right to make such emergency repair and then to bill the CM/GC for the cost of such repair.

2.18 Communications. Make all communications to the City through the City Representative. The City's Contracts Administrator shall also receive a copy of all correspondence.

2.19 Additional Services. At the request of the City and upon written authorization from the City defining the extent and rate of compensation mutually acceptable for such services, the CM/GC shall provide additional services as authorized via a change order pursuant to Article 7.

ARTICLE 3: RESPONSIBILITIES

3.0 CITY'S RESPONSIBILITIES.

3.0.1 It is expressly understood that the City shall retain, under separate contract, the architectural, engineering and other professional services required for the design of the Project.

3.0.2 City shall disclose, to the extent practicable and upon written request from CM/GC, the sources of funding for the Project and the particular conditions and requirements, if any, imposed by the funds providers and the extent to which the CM/GC's activity is affected by such requirements.

3.0.3 City shall designate a City Representative who shall be fully acquainted with the Project and has authority to approve the Project Budget and subsequent changes in that budget (i.e., Change Orders), render decisions promptly and furnish information expeditiously.

3.0.4 City shall retain a Threshold Inspector for the Project as may be required by the Florida Threshold Law and shall provide soil and material testing services under separate contract.

3.0.5 Upon request of the CM/GC, the City shall furnish any surveys, soils reports, reports describing subsurface conditions, information concerning legal limitations on construction of improvement, information concerning utility locations, and information concerning the legal description for the property which the City has in its possession. The City does not assume responsibility for the accuracy of such surveys, reports or information and the CM/GC shall satisfy itself as to accuracy

and reliability of such surveys, reports and information. The CM/GC represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The CM/GC represents that it has inspected the location of the Work and has satisfied itself as to the condition of the site, including, without limitation, all structural, surface and subsurface conditions. The CM/GC shall undertake such further investigations and studies as may be necessary or useful to determine surface and subsurface conditions. Based on the foregoing inspections, understandings, contracts and acknowledgments, the CM/GC agrees and acknowledges (i) that the Guaranteed Maximum Price is reasonable compensation for all the Work, including all unforeseen, foreseen and foreseeable risks, hazards and difficulties in connection with the Work, and (ii) that the Contract time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any structure.

- 3.0.6** City shall secure and pay for necessary approvals, easements, assessments and charges, excluding permit fees expressly noted in Section 2.9, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities and furnish and pay for legal and auditing services as may be required in the process of providing these items.
- 3.0.7** City will furnish to CM/GC, without charge, all copies of Plans and Specifications necessary to perform the Work.
- 3.0.8** Without assuming any responsibilities for design or construction deficiencies, if the City becomes aware of any fault or defect in the Work or any non-conformance with the Plans and Specifications or deficiencies in CM/GC's services, the CM/GC shall be notified thereof.
- 3.0.9** The City and its representatives shall communicate with the Trade Contractors only through the CM/GC.
- 3.0.10** The City shall be responsible for the removal, encapsulation, transportation and disposal of any asbestos or asbestos-related products as may be required in connection with the Project, unless such products have been brought on the Project site by the CM/GC or any of his Trade Contractors or unless the Project, via the plans developed by the A/E, specifically indicates the presence of asbestos and the GMP has accounted for said removal. The CM/GC shall not be required to perform without its consent any work related to hazardous materials.

3.1 ARCHITECT/ENGINEER'S RESPONSIBILITIES.

- 3.1.1** The Architect/Engineer (A/E) is the person, firm, or corporation selected by the City to provide design and construction administration services and is referred to, throughout this Contract, as if singular in number and neutral in gender. The A/E is responsible for: the complete design of the Project ("Architect/Engineer"

function). The A/E, at its option, will fulfill some of his responsibilities through subconsultants (i.e. Architect, Structural/Civil Engineer, Mechanical Engineer etc.)

- 3.1.2** The A/E is the interpreter of the Plans and Specifications issued for construction and subsequent revisions. The A/E's written decisions as to the true intent and meaning of the Plans and Specification shall be final and binding. All such interpretation shall be made in writing or in the form of drawings. The A/E shall determine whether CM/GC has complied with the Plans and Specifications and the A/E has authority to reject work which does not conform to the Plans and Specifications and recommend to the City Representative that all related work be stopped until an approved correction action be proposed, approved and constructed.
- 3.1.3** The A/E and its representatives shall have access to all Work in preparation and progress. The A/E is obligated to give notice to the CM/GC when deficiencies are first observed and any such notice shall be in writing.
- 3.1.4** The A/E, or its representative, shall certify the percentage of Work completed on a monthly basis and such certification shall be used in the determination of the amount of payment due CM/GC for Cost of the Project. The A/E shall review and approve Shop Drawings and samples; review and approve or reject CM/GC's Record Drawings ("As-Built" Drawings), written guarantees and operating and maintenance manuals; approve test procedures, witness and approve field tests, including equipment performance tests and start-up tests of major specialized systems; assist in preparing punch lists and approve the completed portions of the Work; and perform other functions as City may designate.
- 3.1.5** At City's option and direction, and under separate contract, the A/E may provide a resident representative at the Project site to observe the progress and quality of the Work being performed and to determine, in general, that the Work is proceeding in accordance with the Contract Documents.

3.2 OWNER'S REPRESENTATIVE RESPONSIBILITIES.

- 3.2.1** The Owner's Representative is also defined as the City Representative, selected by the City to provide general oversight services for the City during both the design and construction phases of the Project.
- 3.2.2** The Owner's Representative may provide any or all of the following services directly or via the separately contracted services with the A/E, during the Project:
 - 3.2.2.1** Review and monitoring of the design schedule;
 - 3.2.2.2** Review and monitoring of project budgets;
 - 3.2.2.3** Permitting assistance;

- 3.2.2.4 Estimating;
- 3.2.2.5 Value Engineering Evaluation;
- 3.2.2.6 Claims prevention;
- 3.2.2.7 Review of pay requests of design and construction firms;
- 3.2.2.8 Provide on-site construction supervision and reporting;
- 3.2.2.9 Participate/conduct periodic progress meetings;
- 3.2.2.10 Monitor the construction schedule;
- 3.2.2.11 Prepare management reports;
- 3.3.2.12 Assist the design team in the preparation of punch lists and final completion inspection;
- 3.2.2.13 Assist in the assembly and transmittal of:
 - 3.2.2.13.1 As-built documents;
 - 3.2.2.13.2 Manuals;
 - 3.2.2.13.3 Warranties.
- 3.2.2.14 Provide professional testimony as may be required.

ARTICLE 4: TRADE CONTRACTORS AND TRADE CONTRACTS

- 4.0 A Trade Contractor is a person or entity who has a direct contract with the CM/GC to perform any part of the Work in accordance with the Contract Documents. The term "Trade Contractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or any of their authorized representatives. The term Trade Contractor does not include any of the City's separate Contractors or their subcontractors.
- 4.1 The CM/GC may, in its sole discretion, take all steps necessary, including arbitration or litigation, to assure that the Trade Contractors perform their contracts in accordance with the terms of those contracts. Trade contracts will be awarded after the proposals received from qualified Trade Contractors are reviewed by the City and the CM/GC and authorized by the City, pursuant to Article 2, Section 2.2.
- 4.2 Each trade contract awarded by the CM/GC is a separate contract awarded on the basis of competitive bidding. These contracts are synonymous to the term "subcontracts". The

relationship of the CM/GC to the Trade Contractor is the same as that of a General Contractor to a Subcontractor.

- 4.3** Unless otherwise mutually agreed, in writing, between the CM/GC and a particular Trade Contractor, all Trade Contractors shall be required to provide payment and performance bonds in an amount equal to the full value of each trade contract, to protect the City, the CM/GC and all other appropriate parties to this Contract.
- 4.4** Nothing in this Contract with the CM/GC, or in its trade contracts and purchase orders issued to its suppliers in connection with the performance of the Contract, shall create any contractual relationship between the City and any Trade Contractor or supplier (except as may be necessary to provide the required indemnification), except as may be necessary to secure to the City, State of Florida Sales Tax exemptions to the extent provided by law, and all such trade contracts and purchase orders shall specifically state that no such relationship is created thereby. The City may furnish to any Trade Contractor or supplier, to the extent practicable, evidence of amounts paid to the CM/GC on account of specific work done in accordance with this Contract. However, nothing in the Contract Documents requires the City to pay or see to the payment of any monies due any Trade Contractor, except as otherwise may be required by law.
- 4.5** Notwithstanding anything else contained herein, the City reserves the right to make any payments for any reason whatsoever, directly to Trade Contractors or their subcontractors for or on account of work performed or materials furnished under the Contract. Provided, however, the City shall first give the CM/GC seven (7) days written notice of its intent to make such payment. If, prior to the end of said seven (7) days, the CM/GC shall object in writing to the payment proposed by the City, or any portion thereof, the City shall not exercise its rights hereunder; provided, the CM/GC has, within ten (10) days of its objection to any such notice from the City, reasonably documented to the City the basis of his objection. If the CM/GC fails to object as hereinabove provided, the City shall give the CM/GC seven (7) days' notice prior to making such payment. To the extent that any such payments are made in good faith and upon submittal to the City of evidence of their being due and payable, the City shall have no liability in connection therewith and shall have the right to deduct such payments from any amounts owed to the CM/GC.
- 4.6** Each trade contract shall be similar in form and substance to a standard form recommended by the CM/GC and approved by the City and each shall provide that (i) the Trade Contractor, to the extent of the Work to be performed by the Trade Contractor, is bound to the CM/GC by the terms of the Contract Documents and shall assume toward the CM/GC all the obligations and responsibilities which the CM/GC, by this Contract, assumes toward the City, (ii) the City is an intended third party beneficiary of the Trade Contract, and (iii) the Trade Contractor agrees to a contingent assignment of the Trade Contract by the CM/GC to the City the contingency being termination by the City of the CM/GC for cause and written acceptance of the assignment by the City. Each Trade Contractor shall include similar provisions in its subcontracts. A copy of each Trade Contract shall be furnished to the City.

**ARTICLE 5: CONTRACT TIME; LIQUIDATED DAMAGES;
LIMITATION OF LIABILITY; INDEMNIFICATION**

- 5.0 Contract Time Defined.** Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work, as defined in Paragraph 5.1.
- 5.0.1** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All time limits stated in the Contract Documents are of the essence of the Contract.
- 5.1 Date of Commencement and Substantial Completion.** The date of commencement of the Work is the date established in the Notice to Proceed. The Work to be performed under this Contract shall be commenced within ten (10) days after receipt of the Notice to Proceed from the City (Date of Commencement), and, subject to such time adjustments that may be authorized under this Contract, shall be substantially completed (Substantial Completion) no later than FIVE HUNDRED SIXTY EIGHT (568) calendar days after the agreed upon Notice to Proceed date issued by the City (hereinafter "Contract Time").
- 5.1.1** The CM/GC shall begin the Work on the Date of Commencement and shall carry the Work forward, expeditiously, with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 5.1.2** The Date of Substantial Completion of the Work is the date certified by the A/E when construction is sufficiently complete, in accordance with the Contract Documents, so the City can occupy or utilize the Work for the use for which it is intended.
- 5.2 Liquidated Damages.** If the CM/GC fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the City shall be entitled to retain or recover from the CM/GC, as liquidated damages and not as a penalty, the per diem amount specified hereinafter, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of Work and the parties acknowledge that the exact amount of such damages would otherwise be extremely difficult to ascertain. Therefore, the mutually agreed upon amount for liquidated damages shall be FIVE HUNDRED DOLLARS and 00/100 (\$500.00) per day. The City may deduct liquidated damages described in this paragraph for any unpaid amounts then or thereafter due to the CM/GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the CM/GC shall be payable to the City at the demand of the City.
- 5.3 Notice to Suspend Work.** The CM/GC shall delay or suspend the progress of the Work, or any part thereof, whenever it shall be so required by written order of the City, and for

such periods of time as the City may order, providing that in the event of such delays or suspension of the progress of the Work, or any part thereof, the Contract Time for the Work so suspended or of Work delayed by such suspension shall be extended for a period equivalent to the time lost by reason of the suspension(s), except when CM/GC is notified to suspend Work on account of faulty construction or construction methods that endanger the Work. Such order of the City shall not otherwise modify or invalidate in any way any of the provisions of this Contract, and CM/GC shall not be entitled to any damages or compensation from City on account of such delays or suspensions, except Direct Costs (as identified in Articles 8 and 9, Section 9.1) resulting from an extension or delay of the overall completion of the Project beyond the Contract Time.

5.4 Delays and Extensions of Time. When alterations or additions are made to the Work pursuant to authorized Change Orders, the CM/GC shall submit to the City, in writing, any resultant claim for an extension of the Contract Time, and shall deliver such claims to the City within twenty (20) days after the occurrence of the event giving rise to the claim. The extension of Contract Time shall be submitted to the City for approval. Any approved change in Contract Time shall be incorporated in a Change Order. No changes in Contract Time shall be made for any alterations or additions to the Work which are not demonstrated to affect the overall completion of the Project. The provisions of this paragraph shall, in no way, alter, change or invalidate the provisions of the Contract Documents with respect to liquidated damages. The CM/GC shall not be entitled to any damages or other compensation solely on the account of an extension of the Contract Time.

5.4.1 Should the CM/GC be obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of the City; or by any acts or neglect of any separate contractor employed by the City; or by riot, strikes, insurrection, war, pestilence, fire, lightening, earthquakes, hurricanes, floods, epidemics, abnormal weather conditions; or through any act, default or delay of other parties under contract with the City; or by any other cause, which are, in the opinion of the City, entirely beyond the control of CM/GC, then the Contract Time for the portion of the Work so delayed shall be extended by Change Order to the extent such delay will prevent the CM/GC from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not or would not have been delayed by any other cause for which the CM/GC is not entitled to an extension in the Contract Time under the Contract Documents. The CM/GC further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the CM/GC, (ii) could not be limited or avoided by the CM/GC's timely notice to the City of the delay and (iii) is of a duration not less than one (1) day (iv) or can be demonstrated that the work for which said adjustment is being sought affects the critical path of the project. Such allowance shall not be made unless a claim for extension of time is made by the CM/GC to the City, in writing, within twenty (20) days from the date when the alleged cause for delay occurred.

5.4.2 It is further expressly agreed that the CM/GC shall not be entitled to any damages or compensation from the City on account of any delays resulting from any of the causes specified above except that if delays are caused by the City or by parties under contract with the City, the CM/GC shall be entitled to direct job costs (i.e. Project site personnel overhead) resulting from an extension or delay of the overall completion of the Project beyond the contract completion date. Any change in the Contract Time resulting from any claims for delays shall be incorporated in a signed Change Order upon approval of that change by the City (City of DeLand Commission).

5.5 LIMITATION OF LIABILITY.

5.5.1 Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

5.5.2 No Third Party Beneficiaries. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

5.5.3 Claims Notice. The CM/GC shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in claims against the City under any of the coverage's mentioned herein.

Name: City of DeLand
Risk Management
Address: 120 S. Florida Avenue,
DeLand, Florida 32720
Telephone: (386) 736-5963626-7112
Email: mosesk@deland.org

5.6 INDEMNIFICATION.

5.6.1 Indemnification. The CM/GC shall indemnify and hold harmless the City, including its districts, authorities, separate units of government established by law,

ordinance or resolution, partners, elected and non-elected officials, employees, agents, and volunteers from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM/GC or its Subcontractors, Sub-subcontractors, agents, employees, or any persons employed or utilized by the CM/GC in the performance of the CM/GC's obligations under this Contract.

- 5.6.2** In all claims against the City, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status, and any employee of CM/GC or anyone directly or indirectly employed by CM/GC or anyone for whose acts Consultant may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CM/GC, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 5.6.3** CM/GC's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.
- 5.6.4** The indemnification requirements stated herein shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

ARTICLE 6, CM/GC'S COMPENSATION

- 6.0** In consideration of the performance of the Contract by the CM/GC, the City agrees to pay the CM/GC in current funds, as compensation for their services in the amount of TWO MILLION THREE HUNDRED FOUR THOUSAND ONE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$2,304,129) as the Guaranteed Maximum Price (GMP), more particularly described in Exhibit "A".
- 6.1** The CM/GC's compensation shall include the following:
 - 6.1.1** Salaries or other compensation of CM/GC's employees at the principal office and branch offices, except employees listed in Paragraph 8.0.1, hereof.
 - 6.1.2** General operating expenses of CM/GC's principal and branch offices other than the Project site office.
 - 6.1.3** Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project, if any.

6.1.4 Overhead, general expenses, and any other costs incurred by the CM/GC in the performance of the Contract, except as may be expressly included in Article 8, hereafter.

6.1.5 This Section intentionally omitted.

6.2 Adjustments of the Compensation shall be made only as follows:

6.2.1 For approved changes in the Work (additional), as provided in Article 7, an increase to the Compensation in an equitable amount to be included in the Change Order.

6.2.2 If the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss, the Compensation shall be increased in the same proportion as set forth above.

ARTICLE 7: CHANGES IN THE WORK

7.0 The City, without invalidating this Contract, may order changes in the Work, within the general scope of this Contract, consisting of additions, deletions or other revisions (hereinafter called "Change"). All Changes in the Work shall be authorized by Change Order, as defined in Section 7.0.1. Except in cases of emergency endangering life or property, the CM/GC shall not proceed with Changes in the Work without prior written approval of the City.

7.0.1 A Change Order is a written order to the CM/GC, signed by the City or its authorized agent, issued after the execution of this Contract authorizing a change in: the Work, the method or manner of performing the Work, the GMP, the Fee, the Contract Time, or any or all of them. The procedures to be followed in the implementation of Changes shall be established in collaboration with and as approved by the City.

7.0.2 The increase or decrease in the GMP resulting from a Change in the Work shall be determined as follows:

7.0.2.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data for documentation;

7.0.2.2 By unit prices previously agreed upon;

7.0.2.3 By cost of the work as defined in Article 9; and

7.0.2.4 By the method provided in Paragraph 7.0.3, hereof.

7.0.3 If none of the methods set forth in Paragraphs 7.0.2, above, is agreed upon, the CM/GC, upon a notice of changes in the work signed by the City, shall promptly proceed with the work so ordered. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change, including, in the case of an increase in the Guaranteed Maximum Price, an increase in compensation in accordance with Article 6. In such case, as well as under Paragraph 7.0.2 hereof, the CM/GC shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as required in Article 9. In the case of a deductive Change, the amount of decrease in the Cost of the Work will be the amount of the actual net decrease. When both additions and credits are involved in any one Change, the increase or decrease in the Fee shall be figured on the basis of net increase or decrease.

7.0.4 If during performance of the Work, unknown or latent conditions which are at variance with the conditions indicated in the Contract Documents or with information furnished by the City are encountered, or if unknown or latent conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract are encountered, then the GMP, the Contract Time and the Fee shall be equitably adjusted by Change Order upon claim by either party made within thirty (30) calendar days after the first observance of such conditions, except that the CM/GC shall not receive any additional compensation or Fee for any such conditions unless the existence of those conditions is brought to the City's attention before such conditions are disturbed. No adjustment in the Contract Time or Guaranteed Maximum Price shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been discovered by the CM/GC's prior inspections, tests, reviews and preconstruction services for the Project.

7.1 Minor Changes in the Work. The City shall have the authority to order minor changes in the Work, if such changes do not require an adjustment of the Fee or of a Trade Contractor's price or an extension of the Contract Time and are not inconsistent with the intent of the Plans and Specifications. Such changes may be effected by written Field Order and shall be binding on the City and the CM/GC. The CM/GC shall not be entitled to recover any cost resulting from a Field Order or to request or claim an extension of the Contract Time as a result of a Field Order. Should the CM/GC believe that a Field Order will result in an additional cost to the Project or delay the Work, it shall notify the City of that fact and request written confirmation before executing the instructions of such Field Order.

7.2 Emergencies. In an emergency affecting the safety of persons or property, the CM/GC shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the CM/GC on account of emergency work shall be determined in accordance with the provisions of this Article 7.

ARTICLE 8: CM/GC'S DIRECT LABOR AND PERSONNEL COSTS

8.0 Direct Labor and Personnel Costs. This category of expenses shall include (provided the GMP is not exceeded) and are limited to the following cost items:

8.0.1 Wages and employee benefits as may be payable, paid for labor, other than the Project site supervisory and office employees, in the direct employ of the CM/GC and used for performing the Contract work.

8.0.2 Reasonable travel and lodging expenses of CM/GC's officers or employees incurred in the discharge of duties connected with the Project. Relocation costs of CM/GC's employees in connection with this Project shall not be reimbursable.

ARTICLE 9: COST OF THE WORK

9.0 Cost of the Work. The Cost of the Work shall include the cost of items set forth as follows, and further detailed, summarized and limited in the GMP, but in no event shall they exceed the GMP:

9.0.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The City, in its sole discretion, may make payment for materials, supplies or equipment stored off-site.

9.0.2 Payments made by the CM/GC to its Trade Contractors for work performed for the Project under trade contracts.

9.0.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the CM/GC. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost.

9.0.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the CM/GC or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project.

9.0.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the CM/GC is required to provide pursuant to this Contract.

- 9.0.6** Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the CM/GC is liable.
- 9.0.7** Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than CM/GC's own negligence.
- 9.0.8** This Section intentionally omitted.
- 9.0.9** This Section intentionally omitted.
- 9.0.10** Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items.
- 9.0.11** Cost of debris and trash removal including daily cleanup.
- 9.0.12** Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.
- 9.0.13** Cost related to emergencies affecting the safety of persons and loss of property.
- 9.0.14** Legal costs properly resulting from prosecution of the Work for the City, provided that they are not the result of CM/GC's own negligence or malfeasance. Legal costs incurred in connection with disputes with the City shall not be included in the Cost of the Work.
- 9.0.15** Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and similar items.
- 9.0.16** Cost of watchmen or similar security services.
- 9.0.17** Cost of survey, measurement and layout work required for the proper execution of the Work.
- 9.0.18** Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by CM/GC in connection with the Work.
- 9.0.19** Cost of preparation of Shop Drawings, coordination drawings, photographs, and "as-built" documentation.

9.0.20 Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work.

9.0.21 Costs incurred during the Warranty Period after completion of the Project (within the GMP limit).

9.1 General Conditions Cost. The cost of all items required to provide the General Conditions of the Project shall be segregated and listed, in detail, separately as required in Part A, Article 3A, Paragraph 3.11.

ARTICLE 10: PAYMENTS TO CM/GC

10.0 Progress Payments. Based upon Application for Payment submitted to the A/E by the CM/GC and written certificate of payment issued by the A/E and approved by the City, the City shall make payment to CM/GC against the account of the GMP, in accordance with the Contract requirements and as provided hereinafter.

10.0.1 With each Application for Payment, the CM/GC warrants that title to all work, materials and equipment, for which payment is requested will pass to the City, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens") either by incorporation in the Work or upon the receipt of payment by CM/GC, whichever occurs first, and that none of the work, materials and equipment for which payment is requested will have been acquired by the CM/GC or any other person performing work or furnishing materials and equipment for the Project, subject to an contract under which an interest therein or an encumbrance thereon is retained or otherwise imposed by the seller, the CM/GC or any other person.

10.0.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved by the City, payments may similarly be made for materials or equipment suitably stored at some other location, if stored in a bonded warehouse in the State of Florida within a radius of 150 miles from the Project site. Payments for materials or equipment stored on or off-site shall be conditioned upon submission by the CM/GC of bills of sale or such other documents, satisfactory to the City, establishing City's title to such materials or equipment or otherwise protecting City's interest, including insurance and providing transportation to the Project site for those materials and equipment stored off-site.

10.0.3 All payments on trade contracts shall be subject to five percent (5%) retainage until the work of the Trade Contractor is substantially complete as provided in Article 2, Section 2.14. When the CM/GC agrees that the work of any Trade Contractor is seventy five percent (75%) complete, the CM/GC may request that the City release some portion of the retainage related to that Trade Contractor's scope of the Work.

The decision to partially release retainage will be in the sole and absolute discretion of the City.

- 10.0.4** The Fee shall be paid proportionately to the percentage of Work completed, on a monthly basis. Five percent (5%) retainage shall apply to the monthly payments for both the Fee and Work completed. The accumulated balance (retention) relating to CM/GC Fee shall be paid at the time of payment following Substantial Completion. The accumulated balance relating to the work shall be paid at the time of final payment, unless otherwise agreed by the City. Interest will not be paid on retainage held under the Contract.
- 10.0.5** The A/E, within seven (7) days after the receipt of CM/GC's Application for Payment, shall either issue a Certificate for Payment to the City with a copy to the CM/GC for such amount as the A/E determines is properly due, or notify the CM/GC in writing his reasons for withholding certification.
- 10.0.6** The issuance of payment based upon a Certificate for Payment will constitute a representation by the City, based on its observations at the Project site and, observations and comments from the A/E, and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that, to the best of its knowledge, information and belief the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in its Certificate), and that the CM/GC is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City and/or A/E shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how or for what purpose the CM/GC has used the amounts previously paid on account of the Contract Price.
- 10.0.7** Within twenty-five (25) business days from City's receipt of a Certificate for Payment, the City shall either reject payment in accordance with Section 218.735, Florida Statutes or pay to the CM/GC that portion of the GMP previously unpaid, properly allocable to labor, materials, and equipment already incorporated in the Work that has been satisfactorily performed in accordance with the requirements of the Contract Documents, as determined by the City and/or A/E, together with the portion properly allocable to materials and equipment suitably stored by the last day of the preceding calendar month at the Project site or at some other locations approved in writing by the City. No Certificate for Payment, nor any progress payment made pursuant to such certification, nor any partial or entire use

or occupancy of the Project by the City, shall constitute an acceptance of Work that is not in accordance with the Contract Documents.

10.0.8 Upon receipt of payment from the City and out of the amount paid to the CM/GC on account of Trade Contractors' work, the CM/GC shall promptly pay each Trade Contractor the amount to which each is entitled, reflecting the percentage actually retained, if applicable, from payments to the CM/GC on account of such Trade Contractors' work.

10.1 Payments Withheld. If conditions warrant it, the City may decline to certify payment, in whole or in part, to the extent necessary to protect the City's interest. If the City is unable to certify payment in the amount of the Certificate of Payment, the City will notify the CM/GC. If the CM/GC and the City cannot agree on a revised amount, the City will promptly issue a Certificate for Payment for the amount for which it is able to make payment to the City and issue payment accordingly.

10.1.1 The City may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or any part of any Certificate for Payment previously approved, to such extent as may be necessary, in its opinion, to protect the City from loss because of:

10.1.1.1 Defective Work not remedied;

10.1.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.1.3 Failure of the CM/GC to make payments properly to Trade Contractors or for labor, materials or equipment;

10.1.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;

10.1.1.5 Reasonable evidence that the Work will not be completed within the Contract Time; or

10.1.1.6 Persistent failure to carry out the Work in accordance with the Contract Documents.

10.1.2 When the grounds for withholding certification are removed, payment shall be made for amounts withheld because of them.

10.2 Final Payment. The term "Contract Price" shall mean the sum of all payments (progress and final) made by the City to the CM/GC for the completed Work, which includes all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other temporary

and permanent facilities and incidentals necessary for the execution and completion of the Project. All cost savings, if any, shall be returned to the City as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work.

10.2.1 The final payment constituting the unpaid balance of the Contract Price, shall be due and payable when the Project is delivered, in full, to the City, or when the City occupies the Project, whichever event occurs last, provided that the Project be then substantially completed, this Contract is substantially performed and the requirements of Article 2, Section 2.16 have been met.

ARTICLE 11: INSURANCE AND BONDING

11.0 INSURANCE REQUIREMENTS.

11.0.1 Required Types of Insurance. The Contractor shall purchase and maintain at its own expense, during the term of this Contract, the types and amounts of insurance with limits no less than those shown on Exhibit "E", in the form and from companies satisfactory to the City.

11.1 BONDING REQUIREMENTS.

11.1.1 The CM/GC and/or Trade Contractor shall furnish separate performance and payment bonds as security for the faithful performance and payment of all its obligations under the Contract Documents. These bonds shall be in amounts equal to the GMP and in such form as prescribed pursuant to §255.05 Florida Statutes and with such sureties as are acceptable to the City. The bonds shall become effective upon execution of this Contract and shall remain in effect for one (1) year beyond the date of the Certificate of Substantial Completion of the Work as a protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period. The bonds shall provide one hundred percent (100%) coverage for CM/GC's or Trade Contractor's default on either performance or payment.

11.1.2 The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with an agent resident in the State of Florida. The Attorney-in-Fact, or other officer who signs such bonds for the surety company must file with such bonds a certified copy of its Power-of-Attorney authorizing it to do so.

11.1.3 Qualification of Sureties. The following requirements shall be met by surety companies furnishing performance, payment or any other type of bonds:

- 11.1.3.1** The Surety presents and warrants to the Obligee that it has an A.M. Best's Financial Strength Rating (FSR) of no less than "A+" on the Financial Strength Rating (FSR) and Class "VIII" or better.
- 11.1.3.2** The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- 11.1.3.3** The surety companies proposed by the CM/GC or Trade Contractor for the Project are subject to City's approval which approval shall not be unreasonably withheld. At any time after approval, if the City, for cause (such cause being defined as the filing for liquidation, appointment of receiver to manage said surety business, insolvency, filing petitions or applications for protection or liquidation under federal bankruptcy laws, or other causes adversely affecting the surety's ability to perform under its bonds), becomes dissatisfied with any surety or sureties then upon the bond(s), the CM/GC or trade Contractor shall, within fifteen (15) days after written notice from the City to do so, substitute acceptable bond(s) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the City. The premiums on the bond(s) shall be paid by the CM/GC or Trade Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

ARTICLE 12: TERMINATION

- 12.0 City's Right to Stop the Work.** The City shall have the right to stop the Work or a designated portion thereof, for major changes in design, because of non-conformance of the Work with the Plans and Specifications and Shop Drawings, or for such other reason as would make the continuance of the Work or a designated portion thereof no longer feasible. Notice of such action by the City shall be made in writing to the CM/GC and shall not restrict or limit in any way the remaining provisions of this Contract.
- 12.1 Termination by the City for Cause.** If the CM/GC fails to perform any of its obligations under this Contract, including any obligation it assumes to perform portions of the Work with its own forces, the City may give the CM/GC written notice of the deficiency and direct immediate corrective action. If the CM/GC fails to perform in accordance with such notice, within seven (7) days from the receipt of City's written notice, the City may perform the work involved and deduct the costs from funds due or to become due CM/GC. The CM/GC shall have the right, however, to make good any deficiencies or commence and continue to cure any default during the seven (7) day period following written notice.
 - 12.1.1** If the CM/GC fails to furnish City with assurances satisfactory to the City evidencing the CM/GC's ability to complete the Work in compliance with all the

requirements of the Contract Documents, or if it fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver appointed on account of its insolvency is unable to maintain progress, or if it refuses or fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Trade Contractors for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is guilty of a substantial violation of a provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM/GC and its surety seven (7) days' written notice, during which period the CM/GC fails to commence and continue to cure the violation, terminate the employment of the CM/GC and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon and may finish the Project by whatever reasonable method the City may deem expedient. In the event of such termination, the City shall reimburse the CM/GC for any unpaid portion of the Cost of Work incurred by him under Article 9, less any additional fees incurred by the City to complete the work to finish the Project, (subject to the GMP). The CM/GC shall not be entitled to any additional payment of Fee. The CM/GC shall not be entitled to any compensation for City's use of such materials, equipment, tools, construction equipment and machinery. However, at the completion of the Work, such materials, equipment, tools, construction equipment and machinery which were not incorporated in the Project shall be returned to the CM/GC. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Paragraph 12.1.1 in the event of termination under the terms therein.

- 12.2 Termination by the City for Convenience.** If the City terminates this Contract other than pursuant to Paragraph 12.1.1, the CM/GC shall be reimbursed for any unpaid portion of the Cost of Work which has been incurred up to the time of termination, plus the unpaid proportional portion of the Fee earned up to the time of termination, plus Trade Contract and purchase order cancellation charges, if any, incurred by the CM/GC as a direct result of the termination. The City shall also pay to the CM/GC fair compensation, either by purchase or rental, at City's option, for any equipment used or retained by the City for completion of the Work. In case of termination of the Contract for convenience, the City shall further assume and become liable for the contractual and legal obligations and unsettled claims that the CM/GC has previously undertaken or incurred in good faith in connection with the Project and in accordance with the terms of this Contract. The CM/GC shall, as a condition of receiving the payments referred to in this Paragraph 12.2, execute and deliver all documents and take all steps, including the legal assignment of his contractual rights, as the City may require, for the purpose of fully vesting in the City the rights and benefits of the CM/GC under such obligations or commitments, and shall execute a complete waiver and release of the City.

- 12.3 Termination by CM/GC.** If the Project is stopped in whole or a substantial part, through no act or fault of the CM/GC, for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government which prohibits continuation of the Work, or because of City's failure to make payment for work performed in accordance with the Contract Documents (unless the City is withholding payment as provided in Paragraph 10.1), then the CM/GC may, upon twenty-one (21) days' written notice to the City, terminate this Contract and recover from the City payment for the unpaid and undisputed portion of the Cost of Work which has been incurred up to the date of termination, the unpaid portion of the Fee earned up to the date of termination, and any cancellation charges on existing obligations of the CM/GC related to the Project. The City shall have the right, however, to make any required payment or cure any default during the twenty-one (21) day period following written notice and, in such event, neither the Contract nor the Work under the Contract shall be terminated. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Paragraph 12.3 in the event of termination under the terms therein.

ARTICLE 13: CLAIMS AND DISPUTES

- 13.0 Claims.** Under this Contract the CM/GC shall not have the right to compensation to satisfy any claim for costs, liabilities, or debt of any kind whatsoever from any act or omission attributable to the City unless the CM/GC has provided notice to the City within twenty (20) days of the event giving rise to the claims and unless the detailed claim therefore is delivered to the City within sixty (60) days following the notice. The detailed claim shall include:

- 13.0.1** The date of the occurrence of the event giving rise to the claim and the date and manner of CM/GC's compliance with the notice requirements of this Article 13, and
- 13.0.2** The reasons upon which the CM/GC bases his claim, demonstrating thereby that the costs, liabilities or debts reflected in the claim are not already a part of the GMP and its compensation under the Contract, and therefore specific relief is due it for the claim.
- 13.0.3** The City shall respond to the claim within twenty-one (21) days after receipt of a claim. In the event there is no resolution of the claim from that response, the CM/GC reserves his right to seek legal redress.

13.1 MEDIATION.

- 13.1.1** The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The CM/GC and City Representative shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and

work toward resolution of issues that arise in performance of this Contract and any applicable scope of services. Issues shall be escalated to successive management levels as needed.

- 13.1.2** If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable representative, shall promptly bring the disputed matter to the attention of the non-Invoking Party's representative in writing ("Dispute Notice") in order to resolve such dispute.
- 13.1.3** Upon issuance of a Dispute Notice, the parties' representatives shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The representatives shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by them within five (5) business days, they shall escalate the dispute as indicated below.

Business Days	CM/GC's Representative	City Representative
10	CM/GC	City Representative
10	CM/GC's Local Officer	Public Services Director
20	CM/GC's COO or President	City Manager

- 13.2 Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification.
- 13.3** The CM/GC shall carry on the Work and maintain the progress scheduled during any administrative or judicial proceeding, unless otherwise agreed by the CM/GC and the City in writing, and the City shall continue to make payments to the CM/GC in accordance with the provisions of this Contract.

- 13.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation shall be Volusia County, Florida.

ARTICLE 14: MISCELLANEOUS PROVISIONS

- 14.0 Disadvantaged Business Enterprises Participation.** The CM/GC will apprise itself of and comply with all applicable laws concerning contracts with small business concerns owned and controlled by socially and economically disadvantaged individuals and all applicable labor wages rates and scales. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, 49 CFR, Part 23, participation by Disadvantaged and Women Business Enterprises ("D&WBE") in the Project shall be affirmatively assured by the CM/GC. DBE shall be afforded full opportunity to submit proposals in response to invitations to bid and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.
- 14.1 Assignment; Florida Law Applicability.** Neither the City nor the CM/GC shall assign the interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the laws of the State of Florida.
- 14.2 Assignment of Antitrust Claims.** The CM/GC agrees that, after completion of all Work under this Contract and all amendment thereto and prior to final payment, it will execute and deliver to the City an "Assignment of Antitrust Claims".
- 14.2.1** The CM/GC agrees that prior to and as a condition for receiving final payment, it will cause each of its suppliers and Trade Contractors who have furnished services, goods or materials in connection with the performance of this Contract to execute and deliver to the City an Assignment of Antitrust Claims in the same form as above.
- 14.3 Governing Law.** This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury.
- 14.4 Attorney's Fees.** In any legal proceeding by a party to enforce its rights under this Contract against the other party, each party shall bear its own Attorney's fees and costs without recourse against the other party.
- 14.5 Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether

due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

14.5.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

14.5.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

14.5.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

14.6 Claims Notice. The CM/GC shall immediately report in writing to the City's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The designated representative for the City shall be:

Name: City of DeLand, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

14.7 Successors and Assigns. City and CM/GC each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, contracts and obligations of this Contract. Neither City nor CM/GC shall assign, sublet or transfer any rights under or interest in this Contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

14.8 Additional Rights and Remedies. The rights and remedies of the City provided for under

this Contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.

14.9 LOCAL GOVERNMENT POLICIES.

14.9.1 Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Contractor with this statement:

IF THE CM/GC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, or Email HENNESSY@DELAND.ORG .

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the City is required to:

- 14.9.1.1** Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
- 14.9.1.2** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.9.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- 14.9.1.4** Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 14.9.1.5** Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If Contractor receives any such request, Contractor shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the Contractor of such request, and the Contractor must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.
- 14.9.1.6** Contractor acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 14.9.1.7** Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

Contractor shall indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes City to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.9.2 Financial Records.** CM/GC agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of CM/GC that are directly related to the Contract. CM/GC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. CM/GC shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify CM/GC of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

14.9.3 Payments Subject to Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by CM/GC with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to non-appropriation shall be without a termination charge by CM/GC. City shall not be obligated to pay CM/GC under this Contract beyond the date of termination. CM/GC shall have no right to compel the City of DeLand Council to appropriate funds for any fiscal year to pay the compensation.

14.9.4 PROHIBITION AGAINST CONTINGENT FEES.

14.9.4.1 The CM/GC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CM/GC to solicit or secure this Contract 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 CM/GC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

14.9.4.2 Neither CM/GC, nor any parent or subsidiary corporation of CM/GC has employed or retained any company or persons, other than a bona fide employee working solely for CM/GC, to solicit or secure this Contract and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, City shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.9.4.3 For the breach or violation, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.9.5 Truth in Negotiation. CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed

to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.

- 14.9.6 No Code Violation or Past Due Debt.** The Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of DeLand Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the City shall have the right to terminate this Contract as set forth herein.
- 14.9.7 Changes Due to Public Welfare.** The City and CM/GC agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 14.9.8 Compliance with Applicable Laws.** CM/GC shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, CM/GC shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia, or City of DeLand when legally required and maintain same in full force and effect during the term of this Contract.
- 14.9.9 Drug Free Workplace.** The City of DeLand is a drug-free and smoke-free workplace. CM/GC agrees that it shall provide a drug-free environment to its personnel during the terms of the Contract and shall comply, subject to the prior receipt, with the City's policies on drug-free and smoke-free work place during the term of this Contract.
- 14.9.10 Background Checks.** CM/GC and City understand that certain areas of the City's premises may not be available to CM/GC personnel without background checks and that such access is not required to perform the Services contemplated by this Contract.
- 14.9.11 Employment of Illegal Aliens.** CM/GC certifies that it does not knowingly or willingly and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.9.12 Nondiscrimination and Americans with Disabilities Act.** CM/GC shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. CM/GC agrees it shall affirmatively comply with all applicable

provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, CM/GC agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.9.12.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the City's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II). Read the City of DeLand Grievance Procedure under The Americans with Disabilities Act (Title II).

14.10 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractors. If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Contract as if fully set forth herein.

14.10.1 The Contractor covenants and agrees that if the City has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 3.1; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City; (iii) the City may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Contractor acknowledges and understands that if the City terminates this Contract in accordance with this Section 3.1, the Contractor shall be ineligible

for award of a public contract for at least 1 year after the date on which the Contract was terminated.

- 14.10.2 Any subcontract entered into by Contractor with any Subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Contract, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Contract and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the City has a good faith belief that a subcontractor knowingly violated this Section 3.37 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 3.1 and applicable law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 3.1 and the terms of Section 3.1.2 shall apply.
- 14.11 CONTROLLING LAW.** This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this Contract.
- 14.12 MODIFICATIONS TO CONTRACT.** This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.
- 14.13 ENTIRE CONTRACT.** This Contract, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between City and CM/GC and supersede all prior written or oral understandings.
- 14.14 SCRUTINIZED COMPANIES, FL STATUTE SECTION 287.135 AND 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to City Solicitation RFP 22-02. Submitting a false certification shall be deemed a material breach of contract. The

City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Contract for Construction Management/General Contracting Services for the City of DeLand Utility Administration Building, the day and year first below written.

Vendor acknowledges that _____ (the "Authorized Signatory") is authorized to execute contracts/agreements with the City of DeLand and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the City of DeLand.

Attest:

CITY OF DELAND

Michael Pleus, ICMA-CM
City Manager

BY: _____
Christopher M. Cloudman
Mayor - Commissioner

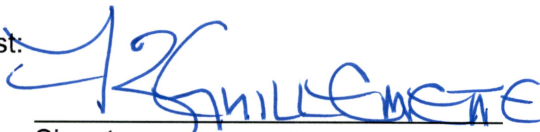
Date: _____

Date: _____

Chad A. Gamble, P.E.
Director of Public Services

Date: _____

Attest:



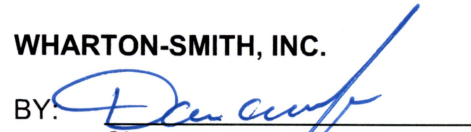
Signature

Francine Guillemette
Administrative Supervisor

Name and Title

Date: 2/23/2023

WHARTON-SMITH, INC.

BY: 

Signature

Darin A. Crafton
Chief Operating Officer - Commercial

Name and Title

Date: 2/23/2023

EXHIBIT A

GUARANTEED MAXIMUM PRICE



PUBLIC SERVICE CAMPUS IMPROVEMENTS



CITY OF DELAND, FLORIDA
UTILITY ADMINISTRATION BUILDING
EARLY GMP DELIVERABLE
Revision 3

Wharton-Smith Contact:

Dwayne Kreidler, PE
Preconstruction Services Manager
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ATTACHMENT 1 – Executive Summary

February 27, 2023

Mr. Chad Gamble, PE
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

Re: Public Services Campus Improvements – Utility Administration Building Early GMP Deliverable
Revision 3

Dear Mr. Gamble:

Wharton-Smith is pleased to submit the Early GMP Deliverable for the subject project. This deliverable includes the costs, bid proposals, overall preliminary project schedule, initial site utilization plan, document list, assumptions and clarifications. The effort for this Early GMP Deliverable includes:

- The roofing system package with insulation flashing, downspouts, gutters, and roof hatches, which includes both the labor for construction and materials.
- The structural steel systems with the joists, decking, miscellaneous metals, stairs, and railings, which includes both the labor for construction and materials.
- The generator and automatic transfer equipment. This bid proposal only includes the equipment supply.
- The geotechnical subsurface improvements for the foundation construction.

The bid proposals were based on the documents listed in **Attachment 2**.

A GMP cost summary is provided in **Attachment 3**. The Early GMP packages total to **\$2,304,129**.

We have included the following allowances and contingencies:

- Subsurface allowance - \$63,371
- Escalation Contingency - \$120,972
- CM Contingency - \$55,347

A risk register is included in **Attachment 3** to quantify the anticipated allowance and contingency items.

Four alternates have been identified with this deliverable and are as follows:

- Alternate 1 – roofing material substitute - (\$16,174)
- Alternate 2 – mechanical attachment – (\$56,381)
- Alternate 3 – Railing material substitute – (\$122,286)
- Alternate 4 – Dumpster gate material substitute (\$6,948)

Each deductive alternative can be carried forward and evaluated after this GMP approval.

The clarifications and assumptions, which were applied to this GMP, are included in **Attachment 4**. The clarifications and assumptions attachment includes further detail of each of the alternates listed above.

The estimated construction duration for this project is 13 months. The preliminary schedule is included in **Attachment 5**. Preliminary key milestone dates are included in **Attachment 4** – clarifications and assumptions.

The preliminary site utilization plan for the north property is presented in **Attachment 6**. This Early GMP will be supplemented with a second GMP (Main GMP) that will provide the remaining effort to complete the construction. The second or Main GMP will provide the final schedule, site utilization and the remainder of the construction costs for this project. To complete the Main GMP, Wharton Smith will need to present additional instructions to the bidders related to the BRIC Grant requirements. Once the requirements are presented the Main GMP pricing can be completed for review and approval by the City.

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

Sincerely,



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

ATTACHMENT 2 – List of Documents

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

Doc Type: Drawings
 Architect: SCHENKELSHULTZ
 Titled: Deland Utilities Administration Building
 Dated: 8/26/2022
 Phase: 100% Construction Documents

Sheet No.	Sheet Title	Issue Date
G000	COVER	08/26/22
G001	GENERAL INFORMATION & ABBREVIATIONS	08/26/22
G010	CODE SUMMARY & CALCULATIONS & LIFE SAFETY PLANS	08/26/22
G019	UL ASSEMBLIES	08/26/22
G020	UL ASSEMBLIES	08/26/22
G031	PARTITION TYPES & NOTES	08/26/22
G032	TYPICAL PARTITION DETAILS	08/26/22
C1	COVER SHEET	08/26/22
C2	CONSTRUCTION NOTES	08/26/22
C3	CONSTRUCTION NOTES	08/26/22
C4	DEMOLITION & EROSION CONTROL PLAN	08/26/22
C5	GEOMETRY, SIGNAGE & STRIPING	08/26/22
C6	PAVING, GRADING & DRAINAGE PLAN	08/26/22
C7	UTILITY PLAN	08/26/22
C8	CONSTRUCTION DETAILS	08/26/22
C9	CONSTRUCTION DETAILS	08/26/22
C10	CONSTRUCTION DETAILS	08/26/22
C11	CONSTRUCTION DETAILS	08/26/22
TP1	TREE PROTECTION PLANS AND DETAILS	08/26/22
LA1	LANDSCAPE PLANS AND DETAILS	08/26/22
LA2	LANDSCAPE PLANS AND DETAILS	08/26/22
S001	STRUCTURAL GENERAL NOTES	08/26/22
S002	STRUCTURAL GENERAL NOTES	08/26/22
S003	STRUCTURAL GENERAL NOTES	08/26/22
S004	STRUCTURAL GENERAL NOTES & WIND DESIGN CRITERIA	08/26/22
S005	STRUCTURAL GENERAL NOTES	08/26/22
S101	FOUNDATION PLAN	08/26/22
S102	SECOND FLOOR FRAMING PLAN	08/26/22
S103	ROOF FRAMING PLAN	08/26/22
S201	FOUNDATION SECTIONS & DETAILS	08/26/22
S301	FLOOR FRAMING SECTIONS AND DETAILS	08/26/22
S401	ROOF FRAMING SECTIONS AND DETAILS	08/26/22
S501	SCHEDULES, SECTIONS AND DETAILS	08/26/22
S601	TILT-UP PANEL SECTIONS, DETAILS AND SCHEDULES	08/26/22
S602	TILT-UP PANEL SECTIONS, DETAILS AND SCHEDULES	08/26/22
S603	TILT-UP PANEL ELEVATIONS	08/26/22
S604	TILT-UP PANEL ELEVATIONS	08/26/22
AS101	ARCHITECTURAL SITE PLAN & DETAILS	08/26/22
A101	ARCHITECTURAL FLOOR PLAN -FIRST FLOOR	08/26/22
A102	ARCHITECTURAL FLOOR PLAN -SECOND FLOOR	08/26/22
A121	DIMENSION PLAN -FIRST FLOOR	08/26/22
A122	DIMENSION PLAN -SECOND FLOOR	08/26/22
A141	REFLECTED CEILING PLAN -FIRST FLOOR	08/26/22
A142	REFLECTED CEILING PLAN -SECOND FLOOR	08/26/22
A151	ROOF PLAN	08/26/22

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

A160	FINISH SCHEDULES, LEGENDS & NOTES	08/26/22
A161	FINISH PLAN -FIRST FLOOR	08/26/22
A162	FINISH PLAN -SECOND FLOOR	08/26/22
A181	FURNITURE, FIXTURES, & EQUIPMENT PLAN -FIRST FLOOR	08/26/22
A182	FURNITURE, FIXTURES, & EQUIPMENT PLAN -SECOND FLOOR	08/26/22
A190	SIGNAGE TYPES & NOTES	08/26/22
A201	EXTERIOR ELEVATIONS	08/26/22
A221	ENLARGED EXTERIOR ELEVATIONS	08/26/22
A251	INTERIOR ELEVATIONS	08/26/22
A252	INTERIOR ELEVATIONS	08/26/22
A253	INTERIOR ELEVATIONS	08/26/22
A261	TOILET ROOM ELEVATIONS	08/26/22
A301	BUILDING SECTIONS	08/26/22
A351	WALL SECTIONS	08/26/22
A352	WALL SECTIONS	08/26/22
A353	WALL SECTIONS	08/26/22
A354	WALL SECTIONS	08/26/22
A381	STAIR SECTIONS, PLANS & DETAILS	08/26/22
A382	STAIR SECTIONS, PLANS & DETAILS	08/26/22
A383	ELEVATOR SECTIONS, PLANS & DETAILS	08/26/22
A401	ENLARGED FLOOR PLANS	08/26/22
A460	TOILET FIXTURE & ACCESSORY SCHEDULE	08/26/22
A461	ENLARGED FLOOR PLANS -TOILET	08/26/22
A500	DOOR & FRAME TYPES & SCHEDULE	08/26/22
A501	WINDOW, STOREFRONT & CURTAIN WALL TYPES	08/26/22
A510	DETAILS -DOOR, WINDOW & LOUVER	08/26/22
A511	DETAILS -STOREFRONT & CURTAIN WALL	08/26/22
A512	DETAILS -STOREFRONT & CURTAIN WALL	08/26/22
A522	DETAILS -TILT-UP WALL PANELS	08/26/22
A523	DETAILS -METAL PANELS	08/26/22
A541	DETAILS -CEILING	08/26/22
A542	DETAILS -CEILING	08/26/22
A551	DETAILS -ROOF	08/26/22
A552	DETAILS -ROOF	08/26/22
A553	DETAILS -ROOF	08/26/22
A561	DETAILS -INTERIOR	08/26/22
P001	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	08/26/22
P101	PLUMBING PLAN -FIRST FLOOR	08/26/22
P102	PLUMBING PLAN -SECOND FLOOR	08/26/22
P300	PLUMBING DETAILS	08/26/22
P401	PLUMBING ENLARGED PLANS	08/26/22
P501	PLUMBING RISER	08/26/22
P502	PLUMBING RISER	08/26/22
FP001	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	08/26/22
FP101	FIRE PROTECTION PLAN -FIRST FLOOR	08/26/22
FP102	FIRE PROTECTION PLAN -SECOND FLOOR	08/26/22
M001	MECHANICAL LEGEND	08/26/22
M101	MECHANICAL PLAN -FIRST FLOOR	08/26/22
M102	MECHANICAL PLAN -SECOND FLOOR	08/26/22
M400	MECHANICAL DETAILS	08/26/22
M500	MECHANICAL CONTROLS SCHEMATICS	08/26/22
M600	MECHANICAL SCHEDULES	08/26/22

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

E001	ELECTRICAL LEGEND AND NOTES	08/26/22
E101	LIGHTING PLAN -FIRST FLOOR LIGHTING PLAN -FIRST FLOOR	08/26/22
E102	LIGHTING PLAN -SECOND FLOOR LIGHTING PLAN -SECOND FLOOR	08/26/22
E111	POWER PLAN -FIRST FLOOR POWER PLAN -FIRST FLOOR	08/26/22
E112	POWER PLAN -SECOND FLOOR POWER PLAN -SECOND FLOOR	08/26/22
E121	POWER PLAN -ROOF POWER PLAN -ROOF	08/26/22
E201	ENLARGED PLANS	08/26/22
E301	ELECTRICAL DETAILS	08/26/22
E302	ELECTRICAL DETAILS	08/26/22
E401	ELECTRICAL ONE-LINE DIAGRAM	08/26/22
E501	LIGHTING FIXTURE SCHEDULE	08/26/22
E502	ELECTRICAL PANEL SCHEDULES	08/26/22
ES101	ELECTRICAL SITE PLAN ELECTRICAL SITE PLAN	08/26/22
ES102	PHOTOMETRICS SITE PLAN	08/26/22
FA001	FIRE ALARM LEGEND AND NOTES	08/26/22
FA101	FIRE ALARM PLAN -FIRST FLOOR FIRE ALARM PLAN -FIRST FLOOR	08/26/22
FA102	FIRE ALARM PLAN -SECOND FLOOR FIRE ALARM PLAN -SECOND FLOOR	08/26/22
FA201	FIRE ALARM RISER DIAGRAM AND RESPONSE MATRIX	08/26/22
T001	TECHNOLOGY LEGEND AND NOTES	08/26/22
T002	TECHNOLOGY SCHEDULES	08/26/22
T101	TECHNOLOGY PLAN -FIRST FLOOR TECHNOLOGY PLAN -FIRST FLOOR	08/26/22
T102	TECHNOLOGY PLAN -SECOND FLOOR TECHNOLOGY PLAN -SECOND FLOOR	08/26/22
T401	ENLARGED PLANS	08/26/22
T501	TECHNOLOGY DETAILS	08/26/22
T502	TECHNOLOGY DETAILS	08/26/22
T503	TECHNOLOGY DETAILS	08/26/22
T504	TECHNOLOGY DETAILS	08/26/22
T505	TECHNOLOGY DETAILS	08/26/22
T506	TECHNOLOGY DETAILS	08/26/22
T507	TECHNOLOGY DETAILS	08/26/22
TS101	TECHNOLOGY SITE PLAN TECHNOLOGY SITE PLAN	08/26/22

Doc Type: Specifications
 Architect: SCHENKELSHULTZ
 Titled: Deland Utilities Administration Building
 Dated: 8/26/2022
 Phase: 100% Construction Documents

Spec No.	Spec Title	Issue Date
	VOL 1 COVER SHEET	08/26/22
	VOL 1 TITLE PAGE	08/26/22
	VOL 1 TABLE OF CONTENTS	08/26/22
00 04 00	STATEMENT OF COMPLIANCE	08/26/22
00 05 00	NON-ASBESTOS STATEMENT	08/26/22
00 31 32	GEOTECHNICAL DATA FINAL REPORT OF GEOTECHNICAL STUDY	08/26/22
01 10 00	SUMMARY	08/26/22
01 23 00	ALTERNATES	08/26/22
01 25 00	SUBSTITUTION PROCEDURES	08/26/22
01 26 00	CONTRACT MODIFICATION PROCEDURES	08/26/22
01 29 00	PAYMENT PROCEDURES	08/26/22
01 31 00	PROJECT MANAGEMENT AND COORDINATION	08/26/22
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	08/26/22
01 32 33	PHOTOGRAPHIC DOCUMENTATION	08/26/22

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

01 33 00	SUBMITTAL PROCEDURES	08/26/22
01 35 46	INDOOR AIR QUALITY MANAGEMENT	08/26/22
01 40 00	QUALITY REQUIREMENTS	08/26/22
01 42 00	REFERENCES	08/26/22
01 50 00	TEMPORARY FACILITIES AND CONTROLS	08/26/22
01 60 00	PRODUCT REQUIREMENTS	08/26/22
01 73 00	EXECUTION	08/26/22
01 74 19	CONSTRUCTION WASTE MANAGEMENT	08/26/22
01 77 00	CLOSEOUT PROCEDURES	08/26/22
01 78 23	OPERATION AND MAINTENANCE DATA	08/26/22
01 78 39	PROJECT RECORD DOCUMENTS	08/26/22
01 79 00	DEMONSTRATION AND TRAINING	08/26/22
03 11 00	CONCRETE FORMING	08/26/22
03 20 00	CONCRETE REINFORCING	08/26/22
03 30 00	CAST-IN-PLACE CONCRETE	08/26/22
03 35 43	POLISHED CONCRETE FINISHING	08/26/22
03 39 35	INTEGRALLY COLORED CONCRETE	08/26/22
03 47 13	TILT-UP CONCRETE	08/26/22
05 12 00	STRUCTURAL STEEL FRAMING	08/26/22
05 21 00	STEEL JOIST FRAMING	08/26/22
05 31 00	STEEL DECKING	08/26/22
05 40 00	COLD-FORMED METAL FRAMING	08/26/22
05 50 00	METAL FABRICATIONS	08/26/22
05 51 13	METAL PAN STAIRS	08/26/22
05 52 13	PIPE AND TUBE RAILINGS	08/26/22
05 73 13	GLAZED DECORATIVE METAL RAILINGS	08/26/22
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	08/26/22
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	08/26/22
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	08/26/22
06 42 00	WOOD WALL PANELING	08/26/22
06 61 16	SOLID SURFACE FABRICATIONS	08/26/22
07 17 00	BENTONITE WATERPROOFING	08/26/22
07 18 13	PEDESTRIAN TRAFFIC COATINGS	08/26/22
07 21 00	BUILDING INSULATION	08/26/22
07 22 00	ROOF INSULATION	08/26/22
07 25 00	WEATHER BARRIERS	08/26/22
07 26 10	UNDERSLAB VAPOR BARRIER	08/26/22
07 42 13.13	FORMED METAL WALL PANELS	08/26/22
07 42 13.23	METAL COMPOSITE MATERIAL PANELS	08/26/22
07 42 93	METAL SOFFIT PANELS	08/26/22
07 54 23	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	08/26/22
07 62 00	SHEET METAL FLASHING AND TRIM	08/26/22
07 72 33	ROOF HATCHES	08/26/22
07 84 13	PENETRATION FIRESTOPPING	08/26/22
07 84 43	JOINT FIRESTOPPING	08/26/22
07 92 00	JOINT SEALANTS	08/26/22
08 11 13	HOLLOW METAL DOORS AND FRAMES	08/26/22
08 14 16	FLUSH WOOD DOORS	08/26/22
08 31 13	ACCESS DOORS AND FRAMES	08/26/22
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	08/26/22
08 44 13	GLAZED ALUMINUM CURTAIN WALLS	08/26/22
08 71 00	DOOR HARDWARE	08/26/22

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 Owner: City of Deland
 Project: Deland Utilities Administration Building

08 80 00	GLAZING	08/26/22
08 83 00	MIRRORS	08/26/22
08 91 19	FIXED LOUVERS	08/26/22
09 22 16	NON-STRUCTURAL METAL FRAMING	08/26/22
09 29 00	GYPSON BOARD	08/26/22
09 30 00	TILING	08/26/22
09 51 13	ACOUSTICAL PANEL CEILINGS	08/26/22
09 54 23	SUSPENDED METAL CEILINGS	08/26/22
09 65 13	RESILIENT BASE AND ACCESSORIES	08/26/22
09 65 40	LUXURY VINYL TILE	08/26/22
09 65 66	RESILIENT ATHLETIC SHEET FINISH	08/26/22
09 66 23	RESINOUS MATRIX TERRAZZO FLOORING	08/26/22
09 67 23	RESINOUS FLOOR COATINGS	08/26/22
09 68 13	CARPET TILE	08/26/22
09 78 13	DECORATIVE INTERIOR METAL WALL PANELS	08/26/22
09 84 13	FIXED SOUND ABSORPTIVE PANELS	08/26/22
09 91 00	PAINTING	08/26/22
09 93 00	STAINING AND TRANSPARENT FINISHING	08/26/22
10 14 00	SIGNAGE	08/26/22
10 14 19	DIMENSIONAL LETTER SIGNAGE	08/26/22
10 21 13	PLASTIC TOILET, SHOWER AND DRESSING COMPARTMENTS	08/26/22
10 22 39	FOLDING PANEL PARTITIONS	08/26/22
10 26 00	WALL PROTECTION	08/26/22
10 28 13	TOILET ACCESSORIES	08/26/22
10 41 16	EMERGENCY KEY CABINETS	08/26/22
10 44 00	FIRE PROTECTION SPECIALTIES	08/26/22
10 51 00	METAL LOCKERS	08/26/22
10 51 29	PHENOLIC LOCKERS	08/26/22
10 55 00	DEFIBRILLATOR SPECIALTIES	08/26/22
10 73 16	ALUMINUM CANOPIES	08/26/22
11 94 13	MISCELLANEOUS EQUIPMENT	08/26/22
12 24 13	ROLLER WINDOW SHADES	08/26/22
12 36 61	SIMULATED STONE COUNTERTOPS	08/26/22
14 24 00	HYDRAULIC ELEVATORS	08/26/22
	VOL 2 COVER SHEET	08/26/22
	VOL 2 TITLE PAGE	08/26/22
	VOL 2 TABLE OF CONTENTS	08/26/22
21 05 13	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT	08/26/22
21 05 17	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	08/26/22
21 05 18	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	08/26/22
21 05 23	GENERAL-DUTY VALVES FOR FIRE PROTECTION PIPING	08/26/22
21 05 29	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	08/26/22
21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	08/26/22
21 11 00	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	08/26/22
21 11 19	FIRE DEPARTMENT CONNECTIONS	08/26/22
21 13 13	WET-PIPE SPRINKLER SYSTEMS	08/26/22
22 05 00	COMMON WORK RESULTS FOR PLUMBING	08/26/22
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	08/26/22
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	08/26/22
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	08/26/22
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	08/26/22
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	08/26/22

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

22 05 23.12	BALL VALVES FOR PLUMBING PIPING	08/26/22
22 05 23.14	CHECK VALVES FOR PLUMBING PIPING	08/26/22
22 05 23.15	GATE VALVES FOR PLUMBING PIPING	08/26/22
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	08/26/22
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	08/26/22
22 07 19	PLUMBING PIPING INSULATION	08/26/22
22 08 00	COMMISSIONING OF PLUMBING	08/26/22
22 11 16	DOMESTIC WATER PIPING	08/26/22
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	08/26/22
22 11 23.21	INLINE, DOMESTIC-WATER PUMPS	08/26/22
22 13 16	SANITARY WASTE AND VENT PIPING	08/26/22
22 13 19	SANITARY WASTE PIPING SPECIALTIES	08/26/22
22 13 19.13	SANITARY DRAINS	08/26/22
22 14 13	FACILITY STORM DRAINAGE PIPING	08/26/22
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	08/26/22
22 14 29	SUMP PUMPS	08/26/22
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS	08/26/22
22 40 00	PLUMBING FIXTURES	08/26/22
23 05 00	COMMON WORK RESULTS FOR HVAC	08/26/22
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	08/26/22
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	08/26/22
23 05 18	ESCUTCHEONS FOR HVAC PIPING	08/26/22
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	08/26/22
23 05 48.13	VIBRATION CONTROLS FOR HVAC	08/26/22
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	08/26/22
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	08/26/22
23 07 13	DUCT INSULATION	08/26/22
23 07 19	HVAC PIPING INSULATION	08/26/22
23 08 00	COMMISSIONING OF HVAC	08/26/22
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	08/26/22
23 31 13	METAL DUCTS	08/26/22
23 33 00	AIR DUCT ACCESSORIES	08/26/22
23 34 23	HVAC POWER VENTILATORS	08/26/22
23 36 00	AIR TERMINAL UNITS	08/26/22
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	08/26/22
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS	08/26/22
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	08/26/22
26 00 10	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL	08/26/22
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	08/26/22
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	08/26/22
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	08/26/22
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	08/26/22
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	08/26/22
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	08/26/22
26 05 73.13	SHORT-CIRCUIT STUDIES	08/26/22
26 05 73.16	COORDINATION STUDIES	08/26/22
26 05 73.19	ARC-FLASH HAZARD ANALYSIS	08/26/22
26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS	08/26/22
26 09 23	LIGHTING CONTROL DEVICES	08/26/22
26 22 13	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	08/26/22
26 24 16	PANELBOARDS	08/26/22
26 27 26	WIRING DEVICES	08/26/22

Deliverable: GMP-2 Main Package
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26 28 13	FUSES	08/26/22
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	08/26/22
26 29 13.03	MANUAL AND MAGNETIC MOTOR CONTROLLERS	08/26/22
26 32 13.13	DIESEL-ENGINE-DRIVEN GENERATOR SETS	08/26/22
26 36 00	TRANSFER SWITCHES	08/26/22
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	08/26/22
26 51 19	LED INTERIOR LIGHTING	08/26/22
26 52 13	EMERGENCY AND EXIT LIGHTING	08/26/22
26 56 19	LED EXTERIOR LIGHTING	08/26/22
27 00 10	SUPPLEMENTAL REQUIREMENTS FOR COMMUNICATIONS	08/26/22
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	08/26/22
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	08/26/22
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	08/26/22
27 41 00	AUDIO VISUAL SYSTEM	08/26/22
28 05 37	SECURITY VOICE COMMUNICATIONS – DISTRIBUTED ANTENNA SYSTEM	08/26/22
28 10 00	ACCESS CONTROL	08/26/22
28 20 00	VIDEO SURVEILLANCE	08/26/22
28 46 21.11	ADDRESSABLE FIRE-ALARM SYSTEMS	08/26/22
31 10 00	SITE CLEARING	08/26/22
31 20 00	EARTH MOVING	08/26/22
31 23 18	DEWATERING	08/26/22
31 31 16	TERMITE CONTROL	08/26/22
31 50 00	EXCAVATION SUPPORT AND PROTECTION	08/26/22
32 12 16	ASPHALT PAVING	08/26/22
32 13 18	CONCRETE PAVING	08/26/22
32 31 20	CHAIN LINK FENCES AND GATES	08/26/22
32 84 00	PLANTING IRRIGATION	08/26/22
32 92 00	TURF AND GRASSES	08/26/22
32 93 00	PLANTS	08/26/22
33 05 00	COMMON WORK RESULTS FOR UTILITIES	08/26/22

Doc Type: RFI's
 Architect: SCHENKELSHULTZ

RFI	1, 2, 3, 4, 5, 6
-----	------------------

ATTACHMENT 3 – GMP Cost Summary



COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	\$ -	\$ -	\$ -	\$ 1,737,623	\$ 1,737,623
Total GC's (In Main GMP)	\$ -	\$ -	\$ -	\$ -	\$ -
Software/BIM (0.30%)	\$ -	\$ -	\$ -	\$ 6,912	\$ 6,912
Owner's Contingency (in Main GMP)				\$ -	\$ -
Escalation Contingency (Risk Register)				\$ 120,972	\$ 120,972
Design Contingency (in Main GMP)				\$ -	\$ -
CM Contingency (Risk Register)				\$ 55,347	\$ 55,347
Permit Allowance				\$ 125,000	\$ 125,000
Subsurface Allowance				\$ 63,371	\$ 63,371
Bond (0.77%)				\$ 17,124	\$ 17,124
Insurance (0.81%)				\$ 18,720	\$ 18,720
Fee (8.0%)				\$ 159,060	\$ 159,060
TOTAL	\$0	\$0	\$0	\$2,304,129	\$2,304,129

ALT#1 - TPO Roof in lieu of PVC	\$ (16,174)
ALT#2 - Mechanical Attachment Deduct	\$ (56,381)
ALT#3 - Std. Guardrail in lieu of Glass Railing	\$ (122,286)
ALT#4 - Std. Dumpster Gate in lieu of Ametco	\$ (6,948)



COST OF WORK								
DESCRIPTION	QTY	UOM	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT	\$ TOTALS	COMMENTS
SUBCONTRACTS							\$ 1,737,623	
Testing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Site Remediation	1	LS	\$ -	\$ -	\$ -	\$ 138,516	\$ 138,516	Bechtol
Cast in place concrete	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Masonry	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Structural Steel	1	LS	\$ -	\$ -	\$ -	\$ 1,029,515	\$ 1,029,515	Fabco Metals
Rough Carpentry	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Finish Carpentry	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Damproofing & Waterproofing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Pedestrian Traffic Coatings	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Metal Siding	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Roofing	1	LS	\$ -	\$ -	\$ -	\$ 366,917	\$ 366,917	Core Roofing
Doors, Frames & Hardware	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Windows	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Drywall	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Ceilings	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Flooring	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Resinous Flooring	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Painting	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Visual Displayboards	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
Signage	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Interior Specialties	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Safety Specialties	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Lockers	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Canopies	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Equipment	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Window Shades	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Elevator	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Fire Protection System	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Plumbing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
HVAC	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Electrical	1	LS	\$ -	\$ -	\$ -	\$ 202,674	\$ 202,674	Ring Power/Caterpillar
Site earthwork, Utilities & Paving	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Fencing	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP



COST OF WORK								
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
Retaining Walls	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
Landscaping & Irrigation	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	In Main GMP
ALLOWANCES							\$ 188,371	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 125,000	\$ 125,000	
ALLOWANCE FOR GROUT INJECTION OVERAGE	1	LS	\$ -	\$ -	\$ -	\$ 63,371	\$ 63,371	In Risk Register
TOTAL DIRECT COST			\$ -	\$ -	\$ -	\$ 1,925,994	\$ 1,925,994	

City of Deland				Phase: Early GMP										Date: 2/15/2023									
Project: City of Deland Utility Administration Building																							
Risk Identification				Risk Assessment						Risk Control Measures		Risk Allocation					Risk Impact & Control Measure Calculations						
ID No.	GMP Impact	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact (WDs)	Probability (0-100%)	Severity (1-10) 10=High	Rank (PxS) 10=Max	Risk Mitigation Strategy	Control Measures in GMP Scope	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure							
2	Early GMP	Building / Subcontractor Permit Review Delays	Permitting	New	\$4,000	15	50%	7	3.50	Presubmittal meeting with the City of Deland Building Department.	Provide allowance or contingency as necessary	CofD	\$2,000	\$0	\$2,000	\$0	CM Contingency						
3	Early GMP	Delineated Engineering Review for Building Permit Issuance	Permitting	New	\$4,000	20	75%	5	3.75	Presubmittal meeting with the City of Deland Building Department.	Provide allowance or contingency as necessary	Contractor	\$3,000	\$0	\$3,000	\$0	CM Contingency						
5	Early GMP	Procurement / Delivery Delays	Procurement	New	\$120,972	20	50%	10	5.00	Early procurement on key equipment and materials. Includes submittal approval delays.	Provide allowance or contingency as necessary	CofD	\$60,486	\$0	\$60,486	\$0	Escalation Contingency						
6	Early GMP	Construction Delays / Subcontractor Performance	Construction Schedule	New	\$153,495	20	25%	10	2.50	Maintain schedule with good management tools and processes, add additional resources if needed.	Provide allowance or contingency as necessary	Contractor	\$38,374	\$0	\$38,374	\$0	CM Contingency						
9	Early GMP	Unavoidable Supply Chain Issues	Resource Constraints	New	\$120,972	30	50%	10	5.00	Offset potential supply chain issues with contingency.	Provide allowance or contingency as necessary	Contractor	\$60,486	\$0	\$60,486	\$0	Escalation Contingency						
19	Early GMP	Unsuitable Soils Encountered	Unknown Site Conditions	New	\$69,258	20	75%	7	5.25	Additional boring samples at the building footprint. Additional soils removal/grouting	Provide allowance or contingency as necessary	CofD	\$51,944	\$51,944	\$0	\$0	Subsurface allowance						
20	Early GMP	Unseasonable High Water Table	Unknown Site Conditions	New	\$34,629	10	33%	7	2.31	Additional boring samples at the building footprint prior to the start of construction.	Provide allowance or contingency as necessary	CofD	\$11,428	\$11,428	\$0	\$0	Subsurface allowance						
21	Early GMP	Endangered Animal Findings and Relocation	Environmental Impacts	New	\$10,000	30	50%	5	2.50	Site investigation prior to the start of construction.	Provide allowance or contingency as necessary	CofD	\$5,000	\$0	\$5,000	\$0	CM Contingency						
22	Early GMP	Historic Tree Preservation and / or Relocation	Environmental Impacts	New	\$10,000	31	50%	6	3.00	Arborist consultation of the existing trees.	Provide allowance or contingency as necessary	CofD	\$5,000	\$0	\$5,000	\$0	CM Contingency						
23	Early GMP	Delayed ODP Purchase Orders Issuance	Procurement	New	\$14,517	20	10%	5	0.50	Timely issuance of purchase orders from the CofD	Provide allowance or contingency as necessary	CofD	\$1,452	\$0	\$1,452	\$0	CM Contingency						
25	Early GMP	Public Health Pandemic	Public Impacts	New	\$17,376	15	3%	10	0.30	Managing health and wellness of construction workers, including hand wash stations, temperature checks, mask requirements, etc.	Provide allowance or contingency as necessary	CofD	\$521	\$0	\$521	\$0	CM Contingency						

Unmitigated Cost Exposure	
CofD	\$0
Contractor	\$0
Shared	\$0

Subsurface allowance \$63,371
Escalation Contingency \$120,972
CM Contingency \$55,347

Deland Utilities Administration Building - Early GMP
City of Deland
DIRECT COST WORKSHEET



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
1	025000	Site Remediation										
2									Received 1/12/23			
3								Bechtol	Helicon	Subname		
4	025700	Sinkhole Remediation						135,800	122,290			
5	025713.13	Sinkhole Remediation by Compaction Grouting	1	ls	135,800.00	135,800	Allowance	x	x			
6			0			0						
7			0			0						
8		Bond	135,800	\$	0.02	2,716	WSI Estimate	-	2,446	-		
9		Adjustment from WSI estimate to subcontractor	0	LS	-13,780.20	0	138,516	135,800	124,736	-		
10								-	0.02	-		
11								Bechtol	Helicon	Subname		
12												
13		Subtotal - Site Remediation				138,516						
14	050000	Metals										
15								Recommended		Incomplete		
16								Fabco Metals	Industrial Steel	Allstate Steel	HMB Steel	Haskell Steel
17	051200	Structural Steel						849,100	768,900	692,500	909,200	962,604
18		Columns/Beams	54	ton	8,000.00	434,442		x	x	x	x	x
19		Angles	12	ton	8,000.00	96,519		x	x	x	x	x
20			0			0						
21	052100	Steel Joists Framing										
22		Joists	14	ton	8,500.00	119,324		x	x	x	x	x
23			0			0						
24	053100	Steel Decking										
25		Second Floor - 3" 20ga Galv G90	11,641	sf	7.00	81,490		x	x	x	x	x
26		Roof -1.5" 20ga Type B G90	12,348	sf	5.00	61,740		x	x	x	x	x
27			0			0						
28	055000	Miscellaneous Metals										
29		Roof Ladder	1	ea	5,000.00	5,000		x	x	x	x	x
30		Steel Bollards	6	ea	500.00	3,000		x	3,000	x	x	2,400
31		Structural Bracing @ Operable Partitions	2	ea	5,000.00	10,000		x	x	x	x	x
32		Structural Bracing @ Ceiling Mounted Toilet Partitions	6	ea	1,500.00	9,000		x	x	9,000	x	x
33		Handrail @ Interior Stairwells	52	ft	100.00	5,200		x	x	10,000	x	x
34		Guardrail @ Interior Stairwells	72	ft	200.00	14,400		x	x	20,000	x	x
35		Panel-to-Footing Embeds - Furnish Only	1	ls	25,000.00	25,000		x	20,000	25,000	x	x
36		Panel-to-Panel Embeds - Furnish Only	1	ls	35,000.00	35,000		x	35,309	35,000	x	x
37		Angle per SS14/S005	300	ft	26.67	8,000		x	8,000	8,000	8,000	x
38		Dumpster Gates - Ametco	1	ls	15,000.00	15,000		x	15,000	15,000	15,000	15,000
39			0			0						
40	055113	Metal Pan Stairs										
41		Metal Stairs 1-3	6	flight	20,000.00	120,000		x	x	x	x	x
42			0			0						
43	057313	Glazed Decorative Metal Railings						VIVA Railings	VIVA Railings	VIVA Railings	VIVA Railings	VIVA Railings
44		Post Mounted Glass Railing System @ Bridge/Ext. Stairs	194	ft	593.06	115,000	Allowance	150,842	150,842	150,842	150,842	150,842
45			0			0						
46			0			0						
47		Bond	1,158,115	\$	0.02	23,162	WSI Estimate	9,999	10,011	8,688	5,957	16,963
48		Adjustment from WSI estimate to subcontractor	1	LS	-171,336.11	(171,336)	1,181,278	1,009,941	1,011,062	974,030	1,088,999	1,147,809
49								0.01	0.01	0.009	0.0055	0.015
50								Fabco Metals	Industrial Steel	Allstate Steel	HMB Steel	Haskell Steel
51												
52		Subtotal - Metals				1,009,941						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
53	075000	Roofing						Per Plans/Specs				
54								Suprema	Not Recommended			Wrong Scope
55								Core Roofing	P&A Roofing	Collis Roofing	Martin Roofing	Atlas Apex
56	075419	Polyvinyl-Chloride (PVC) Roofing - 20 year warranty	0			0		352,000	269,000	287,260	377,785	312,340
57		PVC Roofing System	12,300	sf	11.00	135,300		x	x	x	x	x
58		Insulation (R30)	12,300	sf	6.50	79,950		x	x	x	x	
59		Parapet Flashing	4,200	sf	8.50	35,700		x	x	x	x	x
60		Parapet Cap - Class 1 Clear Anodized	600	ft	55.00	32,982		x	x	x	x	x
61		Wood Nailers	600	ft	25.00	14,992		10,925	15,000	15,000	x	x
62		Overflow scupper	7	ea	500.00	3,500		x	x	x	x	Bid LTWT Conc.
63		Conductor head w/ Downspouts	10	ea	4,000.00	40,000		x	x	x	x	per Struct. Dwgs
64		Downspouts	257	ft	22.00	5,650		x	7,000	x	x	Will Not Revise
65		Gutters	96	ft	60.00	5,736		x	7,000	x	x	x
66		Walkway Pads	93	ft	21.00	1,953		x	x	x	x	x
67		Roof Hatch Assembly	1	ls	4,600.00	4,600		x	x	x	x	x
68			0			0						
69		Adjustment for Low Rise Foam Adhesive per Specifications	0			0		x	49,500	49,500	x	49,500
70		Adjustment for Material Escalation through Procurement	0			0		x	15,000	15,000		15,000
71			0			0						
72			0			0						
73		Bond	360,363	\$	0.02	7,207	WSI Estimate	3,992	7,250	5,501	5,667	7,537
74		Adjustment from WSI estimate to subcontractor	1	LS	-653.30	(653)	367,570	366,917	369,750	372,261	383,452	384,377
75								0.011	0.02	0.015	0.015	0.02
76								Core Roofing	P&A Roofing	Collis Roofing	Martin Roofing	Atlas Apex
77												
78		Subtotal - Roofing				366,917						
79	263213	Generator/ATS - Supply Only						100% Spec	Not to 100% Spec	Not to 100% Spec	Not to 100% Spec	Not to 100% Spec
80								Caterpillar	Generac	Generac	Generac	Roll's Royce
81								Ring Power	United Electrical	Morton Electric	Giles Electric	Bright Future
82								198,700	180,495	183,100	187,993	213,194
83		Diesel Generators	0			0						
84	263213.13	Diesel Generators, 400kw (72 Hr) w/ ATS, 800A - Supply Only	1	ls	221,400.00	221,400	Revised per 100% Documents	x	x	x	x	x
85		12-month maintenance	1	ls	3,000.00	3,000		x	x	x	x	x
86		Fuel for generator - Not included	0			0	for Main Package Bid					
87			0			0						
88			0			0						
89		Bond	224,400	\$	0.02	4,488	WSI Estimate	3,974	1,985	1,831	2,068	2,132
90		Adjustment from WSI estimate to subcontractor	1	LS	-26,214.00	(26,214)	228,888	202,674	182,480	184,931	190,061	215,326
91								0.02	0.01	0.01	0.01	0.01
92								Ring Power	United Electrical	Morton Electric	Giles Electric	Bright Future
93												
94		Subtotal - Generator/ATS - Supply Only				202,674						
95		TOTAL DIRECT COST				1,718,049						

ATTACHMENT 4 – Clarifications, Qualifications and Assumptions

Assumptions and Clarifications

General

1. It is our understanding the City intends to obtain supplemental funding through the FEMA BRIC Grant Funding. The City has not provided BRIC Grant Funding requirements to Wharton Smith as of the date of this submission. Therefore, Wharton Smith has not included these requirements in this package.
2. Davis Bacon wage determination requirements are included in this package based on the Volusia County, FL WD#FL20230232 Modification No. 2.
3. The subcontractors have indicated no additional price escalation at this time.
4. Permits – This GMP includes permits and related permitting fees as an Allowance of \$125,000.
5. Duration – The preliminary construction mobilization date is estimated to begin July 18th, 2023, with a substantial completion of July 11th, 2024. Final completion based on this schedule is in August 2024.
6. The schedule and site utilization assumes the use of the North property the City has recently acquired.
7. General Conditions (GCs) – The Early GMP does not include GCs. This will be included for the Main GMP.
8. General Requirements (GRs) – The Early GMP does not include GRs. This will be included for the Main GMP.
9. CM contingency – A CM contingency is provided and shown within the risk register which is part of **Attachment 3**.
10. Design contingency – No Design contingency is provided within this GMP and assumed that this can be carried in the Main GMP package.
11. Escalation contingency – An Escalation contingency is provided and shown within the risk register, which is part of **Attachment 3**.
12. Owner's contingency – No Owner's contingency is provided within this GMP and assume that this can be carried in the Main GMP package.
13. A subsurface allowance amount is included to provide for unforeseen conditions as part of the improvements necessary for the soils for this project. The allowance amount is reflected in the risk management in **Attachment 3**.

Alternates

1. Alternate 1 – Substitute of TPO roofing material instead of the specified PVC material.
2. Alternate 2 – Modification of the mechanical attachment for the roofing system.
3. Alternate 3 – Substitute of a standard handrail/guardrail system instead of the specified glass railing system.
4. Alternate 4 – Substitute of a standard dumpster gate instead of the specified Ametco gate system.

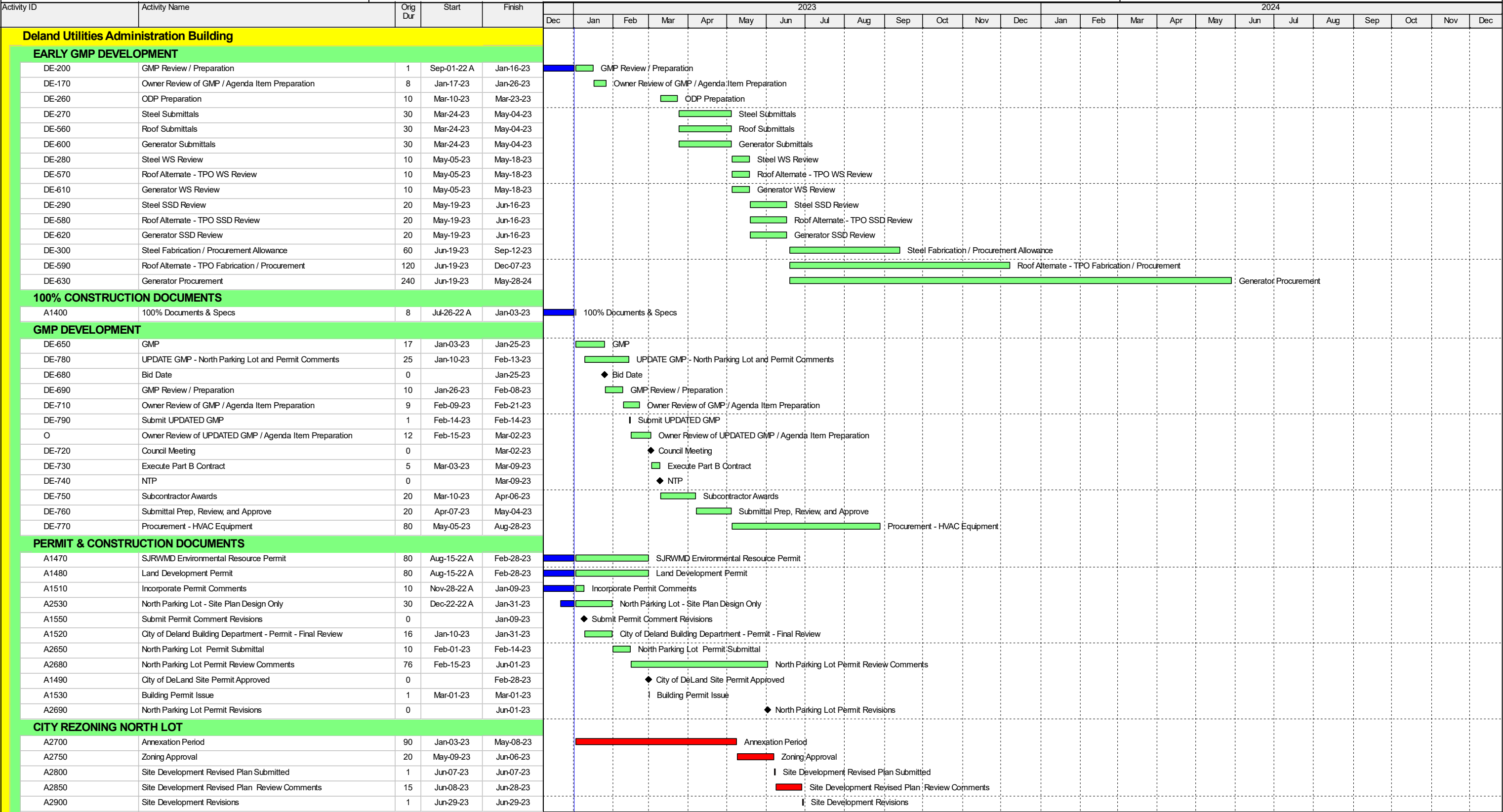
Each of the above alternatives are deductive and can be carried within the Early GMP package for further consideration without negative impact to the GMP price.

ATTACHMENT 5 – CPM Schedule



DELAND UTILITIES ADMINISTRATION BUILDING
PRELIMINARY CONSTRUCTION SCHEDULE

Project ID: PS-229-05
Data Date: Jan-02-23



Actual Work Critical Remaining Work
Remaining Work Milestone

TASK filter: Activities Not Started or In Progress.
Layout: WS Executive Review Layout

[illegible]

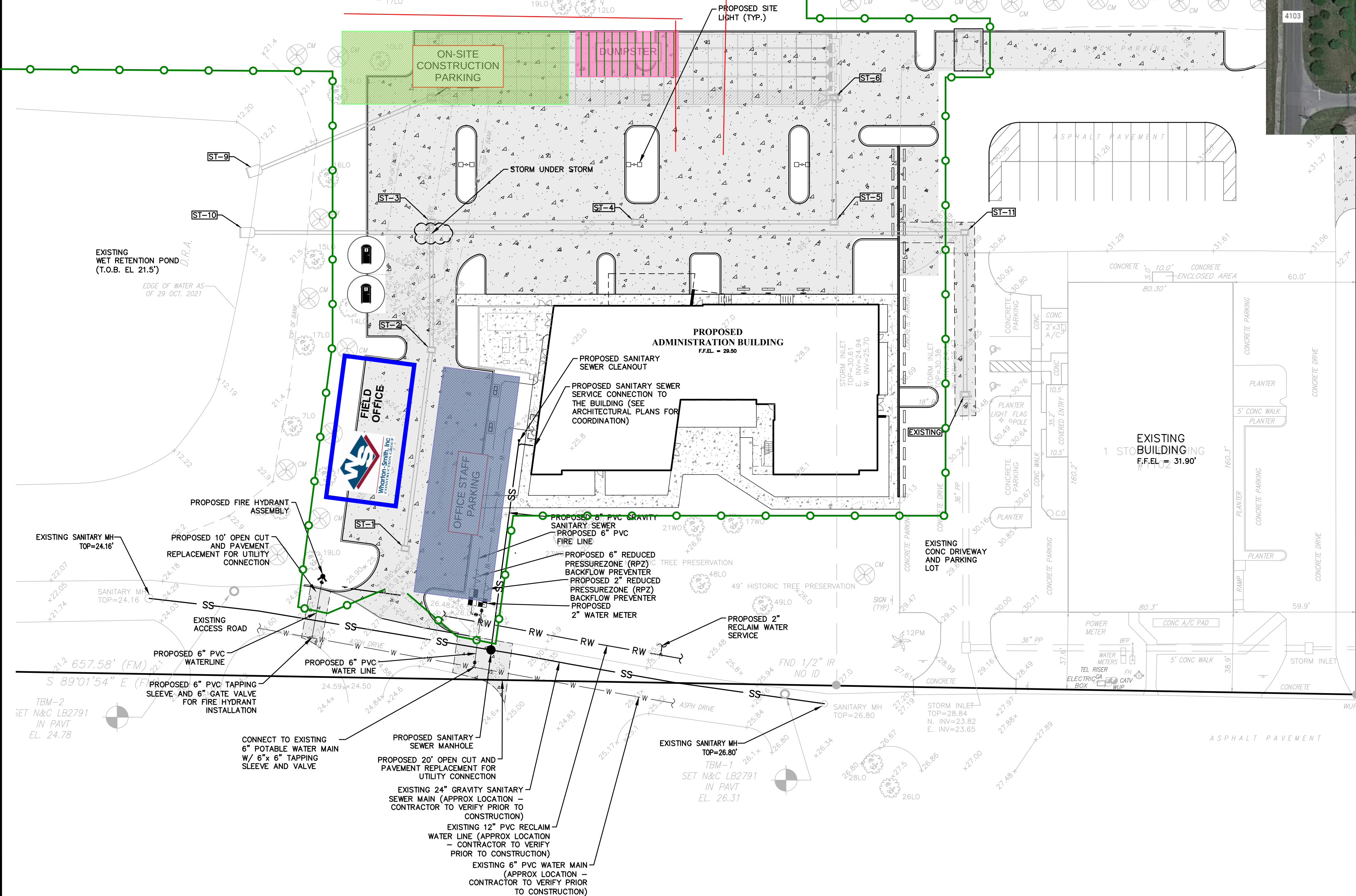
Activity ID	Activity Name	Orig Dur	Start	Finish	2023												2024											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
</																												

ATTACHMENT 6 – Site Logistics Plan

EAST BERESFORD AVENUE

LAYDOWN AREA

N 89°10'29" W (FM)
656.99' (FM)



1 CONSTRUCTION ENTRANCE

2 ACCESS ROAD

PORT A LETS

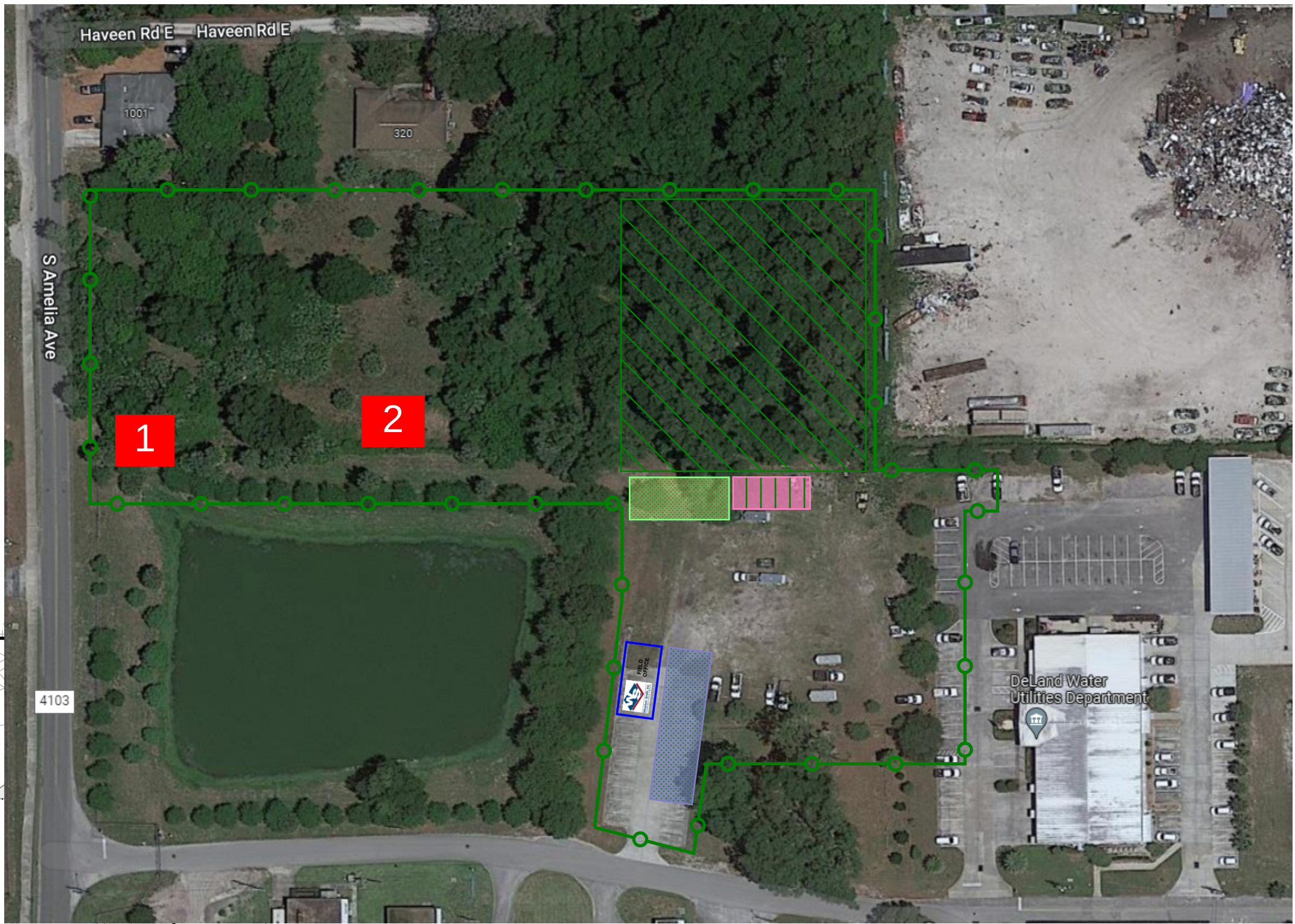
WS OFFICE TRAILER

OFFICE STAFF PARKING

DUMPSTER AREA

ON-SITE CONSTRUCTION PARKING

LAYDOWN AREA



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	07-13-22	TR	REVISED PER CD SUBMITTAL DATED 7/20/2022
2	07-13-22	TR	

**CITY OF DELAND UTILITY
ADMINISTRATION FACILITY
FINAL ENGINEERING PLANS
UTILITY PLAN**

PROJECT NO: ZC 19047
DESIGNED BY: AMM
DRAFTED BY: AMM
CHECKED BY: RH
DRAWING FILE: 07-19047_UTL
XREFS: 19047-BASE.DWG
XREFS: 19047-SURV-NEW.DWG

RANDY M. HUDAK, P.E., NO. 65053
NOT VALID WITHOUT SEAL
SHEET: C7 OF 11

EAST NEW HAMPSHIRE AVENUE

Exhibit B – Plans & Specifications

The Plans and Specifications entitled DeLand Utilities Administration Building and dated August 26, 2022 are not attached hereto in paper format due to the large size of the documents. Copies of the Plans and Specifications are maintained by the CM/GC and the City.

Exhibit C: Sales Tax Exemption Procedure

Owner Direct Purchases: The City reserves the right to direct purchase equipment or materials required for the Project which is the subject of this Contract. This process will be referred to as Owner Direct Purchase (ODP) and is a method that may be utilized to create savings for the City. This saves the amount of sales tax when purchased directly from the manufacturer or supplier, and simultaneously decreases the amount of the Contract for the cost of the equipment.

1. When the City exercises the right to procure equipment or materials through an ODP, the CM/GC will identify the cost of the equipment or materials to be purchased by the City. The price will include all Florida sales taxes normally applicable to such equipment or materials.
2. The CM/GC shall furnish the City with a requisition identifying all components of the equipment or materials to be purchased; this shall be acceptable to the City Representative. This form at minimum shall include:
 - The name, address, telephone number, FEIN and contact of supplier.
 - Manufacturer brand, model or specification number of the item.
 - Quantity estimated by the CM/GC.
 - The price quoted by supplier.
 - Any sales taxes quoted.
 - Shipping, handling and insurance costs.
 - Delivery date as established by the CM/GC.
 - Any special terms negotiated.
3. The City will issue a purchase order for the items which the City will purchase and the purchase order will be sent to the supplier for verification.
4. The CM/GC shall prepare and the City will execute a deductive change order to reflect the purchases made by the City. The deductive change order must be complete before issuing a purchase order.
5. The CM/GC shall be fully responsible for the receipt and acceptance of the ODP equipment or materials. At a minimum, the CM/GC shall verify quantities, documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, unload, handle and securely store equipment and materials.
6. The CM/GC shall inspect ODP items prior to acceptance. If the CM/GC discovers defective or non-conforming equipment or materials, the CM/GC shall not utilize such non-conforming equipment or materials and promptly notify the City Representative. The CM/GC shall be fully responsible if the CM/GC fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The CM/GC shall ensure that equipment or material received is per applicable Specifications.
7. The CM/GC warrants ODP equipment and materials the same as all other equipment and materials furnished by the CM/GC, and nothing related to an ODP shall alter or modify the CM/GC obligations under the Contract relative to warranties.
8. The CM/GC shall be liable for any interruption or delay in connection with ODP equipment and materials.
9. The CM/GC shall maintain records of all ODP equipment and the records shall be available for inspection by the City upon request.

Surety Assigned Bond No. _____

PAYMENT/PERFORMANCE BOND

This bond is given to comply with §255.05, Florida Statutes.

CONTRACTOR

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771
(407) 321-8410

SURETY

OWNER

City of Deland, Florida

PROJECT NAME:

CITY CONTRACT NO.:

PROJECT DESCRIPTION:

BY THIS BOND, We WHARTON-SMITH, INC., as Contractor, and _____, a corporation, as Surety, are bound to the City of Deland, Florida, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for _____, the contract documents being made a part of this bond by reference (which include all Contract Documents as defined in the Contract Documents, including this surety bond, and such alterations as may be made in said Contract Documents as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness,

Surety Assigned Bond No. _____

or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

*(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will witness/attest and affix seal).*

By: _____
Title: _____
Print Name: _____

WITNESS:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

By: _____
ATTORNEY-IN-FACT
PrintName: _____

(affix corporate seal)

(Power of Attorney must be attached)

A.M. Best No.: _____

Surety Assigned Bond No. _____

NAIC No.: _____

EXHIBIT E

INSURANCE REQUIREMENTS

The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

- i. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
- ii. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$5,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
- iii. Professional Liability Insurance – For errors and omissions in the amounts of \$2,000,000 per claim.
- iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Note: The City may look to place their own builder's risk on the project if desired and will communicate with the CM in regards to final plans.
- v. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

vi. Surety Bonds as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

vii. Self-Insured Retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the claims reporting requirements must be submitted to the Entity for review.

v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers – Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage – Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors – Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds – Contractor shall provide the following Surety Bonds:

i. Bid Bond

ii. Performance Bond

iii. Payment Bond

iv. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Florida and secured through an authorized agent with an office in Florida.

CITY OF DELAND
Request for Commission Action
March 6, 2023

SUBJECT: Consideration re Award of Bid, Greenway Trail North Extension.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Bid Tabulation Final 2-24-2023, Bid Tabulation Initial, 2023-02-27 D0918.1 Bid Recommendation Letter - Final

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

This project consists of a 1.35-mile multi use path along the western Right-of-Way of North Garfield Avenue running from the terminus of a previously installed trail segment at Minnesota Avenue to International Speedway Boulevard. The major items of work include construction of a 4-inch thick concrete trail, new curb and gutter, limited roadway widening, driveway reconstruction, pavement markings and signage, and associated drainage improvements.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. On January 5, 2023, seven bids were received for this project as summarized on the attached bid tabulation. Valencia Construction Group, Inc. (VCG) of Winter Garden, Florida was the lowest and the most responsible bidder in the amount of \$2,406,000.00. The two lowest bidders, Valencia Construction Group and GPS Civil final bids were less than 1% apart. Upon further review by the City Staff, it was determined that the City of DeLand's Local Preference Ordinance would need to be utilized. Both firms were contacted and requested to provide their best and final offer by February 24, 2023 @ 3:00 P.M. The final bid tabulation is attached for your reference. Valencia Construction Group, Inc. (VCG) of Winter Garden, Florida is the lowest and the most responsible bidder in the amount of \$2,245,000.00

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a Connected Community

SUSTAINABILITY:

Efficient transportation, multi-modal transportation, greenways.

FISCAL IMPACT:

At their August 2, 2022 meeting, Volusia County Council approved \$1.5M ECHO Grant for this project. The total allocated fund for construction is \$2,687,915.00 which includes \$222,814.00 for contingency.

RECOMMENDATION:

Staff recommends that the City Commission award Valencia Construction Group, Inc. to construct Greenway Trail North Extension project in the amount of \$2,245,000.00.

BACKGROUND/DISCUSSION:

The City Staff contacted multiple references including FDOT & Orange County. Orange County indicated that they have had satisfactory experiences with VCG regarding quality of work, timely performance, effectiveness of management, and compliance with safety standards. FDOT provided a score of 79 out of 100 for timely completion of work, overall quality control and compliance with contract, On-Site supervision and staffing, Maintenance of Traffic Operations, effectiveness of general management, furnishing of required documents and reports, and final clean-up of work site.

Please note that both the City Staff and Engineer-of-Record (EOR) were concerned over total amount provided by VCG for Maintenance of Traffic (MOT) during construction. Per email confirmation from VCG President, Vishaan Lutchman, the City Staff were assured that safety of the drivers and pedestrian would be their priority and necessary costs associated with MOT is incorporated in their bid documents.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET – BEST & FINAL OFFER

Bid Title: Greenway Trail North Extension

Bid No: B-23-01

OPENING DATE & TIME: February 24, 2023 @ 3:00 PM

POSTING DATE: February 24, 2023

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Valencia Construction Group, Inc.	Winter Garden, FL	\$2,245,000.00
GPS Civil Construction, Inc.	Holly Hill, FL	\$2,391,479.50

***Note: All bids are subject to review and tabulation is not final.**

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: Greenway Trail North Extension

Bid No: B-23-01

OPENING DATE & TIME: January 5, 2023 @ 3:00 PM

POSTING DATE: January 6, 2023

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Valencia Construction Group, Inc.	Winter Garden, FL	\$2,406,000.00
GPS Civil Construction, Inc.	Holly Hill, FL	\$2,428,475.00
Built-Rite Construction of Central Florida, Inc.	Pierson, FL	\$2,590,319.40
P&S Paving, Inc.	Daytona Beach, FL	\$2,626,903.50
Cathcart Construction Company – Florida, LLC	Winter Springs, FL	\$3,158,042.50
Gregori Construction, Inc.	Mims, FL	\$3,218,442.00
Masci General Contractor, Inc.	Port Orange, FL	\$4,697,869.05

***Note: All bids are subject to review and tabulation is not final.**

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.



February 27th, 2023

Ray Bahrami, P.E.
Deputy Public Services Director/City Engineer
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

500 West Fulton Street
Sanford, Florida 32771

P.O. Box 2808
Sanford, Florida 32772-
2808

Phone: 407.322.6841
Fax: 407.330.0639

**RE: DeLand Greenway Trail North Extension (Bid No. B-23-01)
Bid Recommendation Letter (Best & Final Bids Received)
CPH Job No. D0918.1**

To Whom It May Concern,

Following issuance of the Engineers Bid Recommendation Letter to the City on February 3rd, 2023 for the City's Greenway Trail North Extension (Bid No. B-23-01) project, the requisite application/inclusion of City Ordinance No. 2021-10 (Local Preference Ordinance) for funding purposes was identified. In accordance with the Local Preference Ordinance, the City issued a request for the lowest two bidders (Valencia Construction Group & GPS Civil Construction) to submit their respective best & final offers via revised schedules of values. CPH has reviewed the Best & Final Bid Tabs (schedule of values) from each Bidder as being responsive to the City's request (see below).

Rank	Bidder Name	Total Bid Amount	Bid Compliance (*)	Required FDOT Certifications (**)
1	Valencia Construction Group, Inc.	\$2,245,000.00	N/A	N/A
2	GPS Civil Construction, Inc.	\$2,391,479.50	N/A	N/A

* CPH did not perform a Bid Compliance Review

** CPH did not review the qualifications for Bidders

The unit values for each pay item, for each Bidder, were input into a spreadsheet (attached) and reviewed in comparison to the EEOPC, current FDOT Item Average Unit Costs, as well as in comparison to the original bid values. No errors of calculation were identified in either of the responsive bids.

Subject to the City's concurrent review for Bid Compliance and/or determination of qualification requirements being met (if any), as based upon review of the costs submitted within the Best & Final Bid Tabs; it is CPH's recommendation that the DeLand City Commission proceed with authorizing award of the DeLand Greenway Trail North Extension (Bid No. B-23-01) construction contract to Valencia Construction Group, Inc.

If you have any questions or need additional information on the contract award recommendation we have made, or any of the information shown herein or attached, please do not hesitate to call.

Sincerely,
CPH, LLC.

Matthew C. Cushman, P.E.
Project Manager / Design Engineer
Sanford Office: (407) 322-6841 x 1164
Cell: (386) 235-6372

e-mail: mcushman@cphcorp.com
website: www.cphcorp.com

Attachments: DeLand Greenway Trail – North Extension – Bid Review



DeLand Greenway Trail - North Extension - Construction Project
ENGINEERS OPINION OF PROBABLE COST

CPH Job No. D0918.1 - Construction Estimate Based Upon Bid Plan Submittal of November 22nd, 2022 with recent Bid and FDOT Item Average Unit Costs

SUMMARY OF PAY ITEMS - MULTI-USE PATH PLANS							Valencia Const. (Original)		GPS Civil (Original)		Valencia Const. (Best & Final)		GPS Civil (Best & Final)	
P.I. LINE NO.	FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT COST	TOTAL COST	AVERAGE UNIT COST	Bid Cost	AVERAGE UNIT COST	Bid Cost	AVERAGE UNIT COST	Bid Cost	AVERAGE UNIT COST	Bid Cost
				PLAN										
1	101 1	MOBILIZATION	LS	1	\$262,056.98	\$262,056.98	\$231,390.00	\$231,390.00	\$210,000.00	\$210,000.00	\$200,000.00	\$200,000.00	\$190,000.00	\$190,000.00
2	102 1	MAINTENANCE OF TRAFFIC	LS	1	\$238,233.62	\$238,233.62	\$34,449.07	\$34,449.07	\$42,000.00	\$42,000.00	\$38,187.39	\$38,187.39	\$42,000.00	\$42,000.00
3	104 10 3	SEDIMENT BARRIER	LF	7,000	\$3.08	\$21,560.00	\$3.75	\$26,250.00	\$1.00	\$7,000.00	\$3.50	\$24,500.00	\$1.00	\$7,000.00
4	104 18	INLET PROTECTION SYSTEM	EA	33	\$295.12	\$9,738.96	\$227.00	\$7,491.00	\$120.00	\$3,960.00	\$220.00	\$7,260.00	\$120.00	\$3,960.00
5	107 2	MOWING	AC	14.5	\$55.00	\$797.50	\$897.00	\$13,006.50	\$500.00	\$7,250.00	\$897.00	\$13,006.50	\$500.00	\$7,250.00
6	110 1 1	CLEARING & GRUBBING	AC	2.93	\$26,126.76	\$76,551.41	\$12,149.00	\$35,596.57	\$26,000.00	\$76,180.00	\$26,000.00	\$76,180.00	\$26,000.00	\$76,180.00
7	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	4,140	\$35.22	\$145,810.80	\$10.10	\$41,814.00	\$10.00	\$41,400.00	\$10.00	\$41,400.00	\$10.00	\$41,400.00
8	110 7 1	MAILBOX, F&I SINGLE	EA	34	\$209.21	\$7,113.14	\$1,073.00	\$36,482.00	\$150.00	\$5,100.00	\$640.00	\$21,760.00	\$150.00	\$5,100.00
9	120 1	REGULAR EXCAVATION	CY	1,149	\$21.00	\$24,129.00	\$12.00	\$13,788.00	\$70.00	\$80,430.00	\$12.00	\$13,788.00	\$15.00	\$17,235.00
10	120 6	EMBANKMENT	CY	608	\$21.00	\$12,768.00	\$34.00	\$20,672.00	\$150.00	\$91,200.00	\$33.00	\$20,064.00	\$25.00	\$15,200.00
11	160 4	TYPE B STABILIZATION (LBR 40) (12")	SY	2,367	\$17.32	\$40,996.44	\$15.50	\$36,688.50	\$32.00	\$75,744.00	\$15.00	\$35,505.00	\$32.00	\$75,744.00
12	285 709	OPTIONAL BASE GROUP 09	SY	491	\$61.62	\$30,255.42	\$19.00	\$9,329.00	\$60.00	\$29,460.00	\$18.60	\$9,132.60	\$55.00	\$27,005.00
13	327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	837	\$3.00	\$2,511.00	\$13.00	\$10,881.00	\$20.00	\$16,740.00	\$10.00	\$8,370.00	\$17.00	\$14,229.00
14	334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	81	\$309.16	\$25,041.96	\$245.00	\$19,845.00	\$350.00	\$28,350.00	\$245.00	\$19,845.00	\$340.00	\$27,540.00
15		SUPERPAVE ASPHALTIC CONC, TRAFFIC A (RESURFACE/OVERBUILD)	TN	32	\$309.16	\$9,893.12	\$235.00	\$7,520.00	\$350.00	\$11,200.00	\$230.00	\$7,360.00	\$340.00	\$10,880.00
16	400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	78.5	\$1,051.00	\$82,503.50	\$1,528.00	\$119,948.00	\$830.00	\$65,155.00	\$1,528.00	\$119,948.00	\$825.00	\$64,762.50
17	425 1 351	INLETS (CURB) (P-5) (<10')	EA	2	\$6,903.18	\$13,806.36	\$10,292.00	\$20,584.00	\$9,500.00	\$19,000.00	\$10,292.00	\$20,584.00	\$9,400.00	\$18,800.00
18	425 1 411	INLETS (CURB) (J-1) (<10') (4'X4')	EA	13	\$12,785.60	\$166,212.80	\$12,902.00	\$167,726.00	\$13,000.00	\$169,000.00	\$11,000.00	\$143,000.00	\$12,900.00	\$167,700.00
19		INLETS (CURB) (J-1) (<10') (4'X8')	EA	1	\$15,300.80	\$15,300.80	\$18,503.00	\$18,503.00	\$15,000.00	\$15,000.00	\$18,503.00	\$18,503.00	\$15,000.00	\$15,000.00
20	425 1 421	INLETS (CURB) (J-2) (4'X4') (<10')	EA	5	\$12,471.20	\$62,356.00	\$13,346.00	\$66,730.00	\$15,500.00	\$77,500.00	\$13,346.00	\$66,730.00	\$15,300.00	\$76,500.00
21	425 1 425	INLETS (CURB) (J-2) (PARTIAL)	EA	2	\$5,449.60	\$10,899.20	\$7,301.00	\$14,602.00	\$8,000.00	\$16,000.00	\$7,301.00	\$14,602.00	\$8,000.00	\$16,000.00
22	425 1 521	INLETS (DT BOT) TYPE C (<10')	EA	1	\$5,229.33	\$5,229.33	\$5,450.00	\$5,450.00	\$4,400.00	\$4,400.00	\$5,450.00	\$5,450.00	\$4,300.00	\$4,300.00
23	425 1 910	CLOSED FLUME INLET	EA	3	\$6,230.59	\$18,691.77	\$1,716.00	\$5,148.00	\$6,500.00	\$19,500.00	\$1,716.00	\$5,148.00	\$6,500.00	\$19,500.00
24	425 2 71	MANHOLES (J-7) (<10') (4'X4')	EA	11	\$9,113.17	\$100,244.87	\$8,886.00	\$97,746.00	\$9,100.00	\$100,100.00	\$8,000.00	\$88,000.00	\$9,000.00	\$99,000.00
25		MANHOLES (J-7) (<10') (4'X8')	EA	1	\$10,270.40	\$10,270.40	\$15,709.00	\$15,709.00	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00	\$17,200.00	\$17,200.00
26	425 2 73	MANHOLES (J-7) (PARTIAL)	EA	1	\$4,138.93	\$4,138.93	\$2,606.00	\$2,606.00	\$6,000.00	\$6,000.00	\$2,606.00	\$2,606.00	\$6,000.00	\$6,000.00
27	425 5 1	MANHOLE, ADJUST, UTILITIES	EA	1	\$1,483.20	\$1,483.20	\$3,486.00	\$3,486.00	\$1,500.00	\$1,500.00	\$3,486.00	\$3,486.00	\$1,500.00	\$1,500.00
28	425 11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	\$1,500.00	\$1,500.00	\$1,420.00	\$1,420.00	\$8,000.00	\$8,000.00	\$1,420.00	\$1,420.00	\$8,000.00	\$8,000.00
29	430 175 118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	568	\$189.64	\$107,715.52	\$72.00	\$40,896.00	\$85.00	\$48,280.00	\$72.00	\$40,896.00	\$82.00	\$46,576.00
30	430 175 130	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 30" S/CD	LF	284	\$193.40	\$54,925.60	\$149.00	\$42,316.00	\$135.00	\$38,340.00	\$146.00	\$41,464.00	\$130.00	\$36,920.00
31	430 175 218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	LF	122	\$187.29	\$22,849.38	\$104.00	\$12,688.00	\$170.00	\$20,740.00	\$101.00	\$12,322.00	\$165.00	\$20,130.00
32	443 70 5	FRENCH DRAIN 30"	LF	1,423	\$194.56	\$276,858.88	\$218.00	\$310,214.00	\$185.00	\$263,255.00	\$191.00	\$271,793.00	\$182.00	\$258,986.00
33	515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM, 42"	LF	878	\$65.00	\$57,070.00	\$94.00	\$82,532.00	\$55.00	\$48,290.00	\$94.00	\$82,532.00	\$55.00	\$48,290.00
34	520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	7,264	\$33.77	\$245,305.28	\$34.00	\$246,976.00	\$24.00	\$174,336.00	\$32.70	\$237,532.80	\$30.00	\$217,920.00
35	522 1	SIDEWALK CONCRETE, 4" THICK	SY	5,451	\$56.73	\$309,235.23	\$47.00	\$256,197.00	\$44.00	\$239,844.00	\$43.20	\$235,483.20	\$55.00	\$299,805.00
36	522 1 1	SIDEWALK CONCRETE, 4" THICK, FULL DEPTH RED DYE/COLORING	SY	139	\$66.73	\$9,275.47	\$80.00	\$11,120.00	\$140.00	\$19,460.00	\$77.85	\$10,821.15	\$140.00	\$19,460.00
37	522 2	SIDEWALK CONCRETE, 6" THICK	SY	2,268	\$79.29	\$179,829.72	\$65.25	\$147,987.00	\$61.00	\$138,348.00	\$65.25	\$147,987.00	\$72.00	\$163,296.00
38	527 2	DETECTABLE WARNINGS	SF	780	\$38.73	\$30,209.40	\$34.00	\$26,520.00	\$33.00	\$25,740.00	\$34.00	\$26,520.00	\$33.00	\$25,740.00
39	570 1 2	PERFORMANCE TURF, SOD	SY	3,641	\$5.50	\$20,025.50	\$4.20	\$15,292.20	\$6.00	\$21,846.00	\$4.20	\$15,292.20	\$10.00	\$36,410.00
40	635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4	\$1,197.58	\$4,790.32	\$1,794.00	\$7,176.00	\$3,500.00	\$14,000.00	\$1,794.00	\$7,176.00	\$3,500.00	\$14,000.00
41	700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	32	\$450.00	\$14,400.00	\$306.00	\$9,792.00	\$360.00	\$11,520.00	\$306.00	\$9,792.00	\$300.00	\$9,600.00
42	700 1 50	SINGLE POST SIGN, RELOCATE	AS	12	\$220.60	\$2,647.20	\$176.00	\$2,112.00	\$165.00	\$1,980.00	\$176.00	\$2,112.00	\$165.00	\$1,980.00
43	700 1 60	SINGLE POST SIGN, REMOVE	AS	14	\$170.15	\$2,382.10	\$35.00	\$490.00	\$55.00	\$770.00	\$35.00	\$490.00	\$55.00	\$770.00
44	710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	42	\$5.27	\$221.34	\$2.00	\$84.00	\$3.00	\$126.00	\$2.00	\$84.00	\$3.00	\$126.00
45	710 11 200	PAINTED PAVEMENT MARKINGS, YELLOW, SOLID, 4"	GM	0.281	\$13,887.80	\$3,902.47	\$8,941.00	\$2,512.42	\$2,000.00	\$562.00	\$8,941.00	\$2,512.42	\$2,000.00	\$562.00
46	711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1,115	\$5.20	\$5,798.00	\$5.30	\$5,909.50	\$7.00	\$7,805.00	\$5.30	\$5,909.50	\$6.60	\$7,359.00
47	711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	1,119	\$7.20	\$8,056.80	\$10.20	\$11,413.80	\$13.00	\$14,547.00	\$10.20	\$11,413.80	\$13.00	\$14,547.00
48	711 15 101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	1.147	\$16,214.20	\$18,597.69	\$8,996.00	\$10,318.41	\$6,000.00	\$6,882.00	\$8,996.00	\$10,318.41	\$6,000.00	\$6,882.00
49	711 15 201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.061	\$16,434.30	\$1,002.49	\$8,825.00	\$538.33	\$6,000.00	\$366.00	\$8,825.00	\$538.33	\$6,000.00	\$366.00
50	711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	3,887	\$2.66	\$10,339.42	\$1.10	\$4,275.70	\$3.00	\$11,661.00	\$1.10	\$4,275.70	\$3.00	\$11,661.00
51	715 4 60	LIGHT POLE COMPLETE, RELOCATE	EA	4	\$4,970.69	\$19,882.76	\$4,785.00	\$19,140.00	\$3,500.00	\$14,000.00	\$4,785.00	\$19,140.00	\$3,500.00	\$14,000.00
52	1050 18 1	UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE (SERVICE LINES SMALLER THAN 2")	EA	12	\$200.00	\$2,400.00	\$99.00	\$1,188.00	\$650.00	\$7,800.00	\$99.00	\$1,188.00	\$650.00	\$7,800.00
53	1050 41 201	UTILITY PIPE - PE, FURNISH & INSTALL, WATER/SEWER, 1"	LF	514	\$45.00	\$23,130.00	\$28.00	\$14,392.00	\$22.00	\$11,308.00	\$28.00	\$14,392.00	\$22.00	\$11,308.00
54	1080 21 400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	3	\$2,500.00	\$7,500.00	\$792.00	\$2,376.00	\$650.00	\$1,950.00	\$792.00	\$2,376.00	\$650.00	\$1,950.00
55	1080 21 500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST (CONNECT NEW PE SERVICE TO EXIST METER - SINGLE)	EA	12	\$700.00	\$8,400.00	\$534.00	\$6,408.00	\$1,000.00	\$12,000.00	\$534.00	\$6,408.00	\$1,000.00	\$12,000.00
56	1080 23 106	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 6"	EA	7	\$1,000.00	\$7,000.00	\$910.00	\$6,370.00	\$650.00	\$4,550.00	\$910.00	\$6,370.00	\$650.00	\$4,550.00
57	1080 23 112	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 12"	EA	5	\$1,250.00	\$6,250.00	\$1,801.00	\$9,005.00	\$900.00	\$4,500.00	\$1,801.00	\$9,005.00	\$900.00	\$4,500.00
58	1080 24 100	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 1" (CORP. STOP)	EA	12	\$1,000.00	\$12,000.00	\$514.00	\$6,168.00	\$750.00	\$9,000.00	\$514.00	\$6,168.00	\$750.00	\$9,000.00
59	1644 800	FIRE HYDRANT, RELOCATE	EA	2	\$5,265.86	\$10,531.72	\$4,366.00	\$8,732.00	\$5,000.00	\$10,000.00	\$4,366.00	\$8,732.00	\$5,000.00	\$10,000.00
					% Contingency -	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
					TOTAL (Multi-Use Path Plans) -	\$2,882,626.80	\$2,406,000.00		\$2,428,475.00		\$2,245,000.00		\$2,391,479.50	

Item Average Unit Cost greater than 110% of EEOPC Average Unit Cost Rate
Values shown are as obtained from Bid Tabs submitted/received. Calculation of Unit Qunatity x Average Unit Cost/Rate Verified as correct.